

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

COMPETITIVE CONTRACTING

REQUEST FOR PROPOSALS

WIOA IN-SCHOOL YOUTH PROGRAMS

For The

MERCER COUNTY ONE-STOP CAREER CENTER

Located At

26 YARD AVENUE
TRENTON, NJ 08609

To Be Received On

MONDAY, AUGUST 17, 2015 by 12:00 NOON



CC PY 2015 WIOA ISY

**MERCER COUNTY ONE-STOP CAREER CENTER
PUBLIC NOTICE
COMPETITIVE CONTRACTS RFP FOR WIOA IN-SCHOOL YOUTH PROGRAMS**

Public Notice: On Monday, July 20, 2015 in accordance with N.J.S.A. 40A:11-4.1, et seq., notice is hereby given that on, **Monday, August 17, 2015 at 12:00 noon** (Prevailing time) Mercer County One-Stop Career Center will accept Competitive Contracting proposals for the Workforce Innovation and Opportunity Act of 2014 (WIOA), Program Year 2015 (PY 2015) In-School Youth Programs.

Purpose: The County of Mercer is seeking year round programming for WIOA eligible Mercer County In-School Youth that offers innovative strategies for improving and enhancing their immediate and future educational and employment prospects through integrating academics and career planning with related training in life skills, work readiness and work experience. Programs must include a summer employment component. The Workforce Innovation and Opportunity Act of 2014 is available for viewing through the U.S. DOL, Employment and Training website: <http://www.doleta.gov/wioa/>

Technical Assistance Workshop: Will be held on Thursday, July 30, 2015 at 10:00am; in Room 211 at the Mercer County Administration Building, 640 South Broad Street, Trenton NJ 08650. R.S.V.P. for Technical Workshop by phone at (609) 989-6521 or e-mail at cdoolan@mercercounty.org.

Funding: WIOA Youth Program Contracts will be for a one (1) Program Year period contingent upon receipt of funds from the NJ Department of Labor and Workforce Development. Approximate availability of funding for PY 2015 is \$250,000.00, for the period of October 1, 2015 to September 30, 2016.

Evaluation: Each proposal will be evaluated and ranked utilizing the following criteria: Technical Merit, Program Description, Previous Performance, Program Administration, and Fiscal Budget Criteria. Weighting scores for each category are included in the RFP. Consideration of awards will be given to the proposals most beneficial to the program, with ranking score, price and other factors considered.

Specifications: RFP Specifications and Proposal forms are available for pick-up from the Mercer County One-Stop Career Center, 26 Yard Ave, Building 4, Trenton, NJ 08609 during office hours of 8:30 am to 4:30 pm; download in PDF format from the Mercer County web site <http://nj.gov/counties/mercer/commissions/investment/funding.html>; or may be requested in Word format by e-mail to cdoolan@mercercounty.org.

Proposal Submissions: Proposals may be hand delivered or mailed, however, the County disclaims any responsibility for proposals received late by regular or express mail. Identify Submission Package: Clearly mark outside of all RFP packages with CC PY 2015 WIOA Youth. In person, by Courier, UPS or FedEx Deliveries: Mercer County One-Stop Career Center, 26 Yard Avenue, Building 4, Trenton NJ 08609; Regular US Postal Service Mail: Mercer County One-Stop Career Center, 640 South Broad Street, PO Box 8068, Trenton NJ 08650-0068. Proposals may be rejected if not submitted or received within time, date and place designated and if not accompanied by all required documents. E-mail or fax copies will not be accepted.

Agency Eligibility: Organizations must have a minimum of 1-year experience in serving youth with similar barriers. The RFP is open to for-profit, non-profit, community-based and/or faith-based organizations, educational (2-year/4-year), proprietary or post-secondary institutions, labor organizations, and government agencies. Any organization that offers occupational, vocational or apprenticeship training must have Eligible Training Provider approval from the N.J. Department of Labor and Workforce Development.

Addenda: Addenda will be issued on the Mercer County website. It is the sole responsibility of respondents to check the website from now through proposal submission to be knowledgeable of all addenda related to this procurement.

NJ Business Registration: A copy of your New Jersey Business Registration Certificate must be submitted with your proposal. Proposers are required to comply with the requirements of P.L. 1975 C127 and N.J.A.C. 17:27 et seq.

COUNTY OF MERCER, NEW JERSEY

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1. INTRODUCTION

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract, and the program activity. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The contents of the proposal of the successful Respondent, as accepted by the County of Mercer, will become part of any contract awarded as a result of this RFP.

SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

Activity	Date
RFP Release and Public Notice	Monday, July 20, 2015
Technical Assistance Workshop	Thursday, July 30, 2015 at 10:00am
RFP Proposal Submission Deadline	Monday, August 17, 2015 at 12:00 noon
Committee Review Period	August 18, 2015 through August 25, 2015
Notification of Awards	Beginning on Wednesday, August 26, 2015
Services Begin	October 1, 2015
Services End	September 30, 2016

EXPRESS OR UPS DELIVERY

Proposals may be hand delivered or mailed, however, the County disclaims any responsibility for proposals received late by regular or express mail. All proposals sent by express mail or regular service must clearly designate package with **PY 2015 WIOA ISY CC** on the outside of the express mail or regular mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

- **US Postal Service Mail:** Mercer County One-Stop Career Center, 640 South Broad Street, PO Box 8068, Trenton NJ 08650, or
- **Walk-ins, Courier Service, FedEx or UPS:** Mercer County One-Stop Career Center, 26 Yard Avenue, Trenton NJ 08609.

PROPOSAL SUBMISSION INFORMATION

Proposal must be submitted on **Monday, August 17, 2015 at 12:00 noon**. Proposals submitted after this designated date and time will not be accepted and will be disqualified for consideration. **The primary copy of the proposal shall be marked "original" and all documentation must be signed in blue ink** to distinguish them from the copies. Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal submission. After the proposal has been submitted, on the date and time specified above, responses must remain firm for a period of sixty (60) days.

PROVIDING INFORMATION

RFP packets will be made available at the One-Stop Career Center during regular business hours of 8:30 am to 4:30 pm. Proposal packages may also be downloaded in PDF Format from the County website, <http://nj.gov/counties/mercercounty/commissions/investment/funding.html>; or requested by email in Word Format from Cathe Doolan at cdoolan@mercercounty.org. The County shall provide access, within reason, and at no cost to the Contractor, to all information and forms with the County and needed by the Contractor to complete the Request for Proposal.

USING DEPARTMENT INFORMATION

Using department for WIOA Programs: Mercer County One-Stop Career Center, 26 Yard Avenue, Trenton NJ 08609.

COUNTY REPRESENTATIVE FOR THIS SOLICITATION

The One-Stop has designated the following person as the representative regarding this RFP. Please direct all questions by email or in writing to:

Virgen Velez, Director
Mercer County One-Stop Career Center
640 South Broad Street, PO Box 8068
Trenton, NJ 08650-0068
Email: vvelez@mercercounty.org

TECHNICAL ASSISTANCE WORKSHOP

A Technical Assistance Workshop will be held on **Thursday, July 30, 2015 at 10:00 am**, in Room 211, at the Mercer County Administration Building, 640 South Broad Street, Trenton, NJ 08650. While attendance at this Workshop is not mandatory it is strongly suggested as this will be the **only opportunity** to ask any questions about the requirements, meaning or intent of this RFP.

INTERPRETATIONS AND ADDENDA

Respondents are expected to review the RFP with care prior to the Technical Assistance Workshop. Any questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be posted on the Mercer County Workforce Investment Board website, at <http://nj.gov/counties/mercercounty/commissions/investment/>. Only comment and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Comments, questions and answers from the Technical Workshop will be posted on the Mercer County Workforce Investment Board website. All questions must be submitted ten (10) business days prior to proposal submission date. Answers will be posted at least 7 days prior to proposal submission date.

Any addenda to this RFP will be binding and it is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement. Addenda will be issued on the website; therefore, all interested respondents shall check the website from now through the RFP opening.

AGENCY ELIGIBILITY

Any legally established public or private agency or organization, as listed below, that has been in operation for a minimum one (1) year and has a demonstrated ability serving the same or similar populations will be eligible to respond to this RFP. Similar population refers to youth with the identified barriers to employment, i.e. basic skills deficient, English language learner, pregnant/parenting, offender, etc.:

- For-profit (i.e. Sole Proprietorship, Partnership, Corporation and/or Limited Liability Corporations, etc.);
- Non-profit (i.e. Community-based and/or Faith-based organizations);
- Educational Institution (i.e. 2 year, 4 year, Proprietary, Post-Secondary);
- Government Agency (Federal, State, County and/or Municipal)
- Labor Organizations

Provide Proof of Registration: All respondents must submit proof of legal status with the Federal Government and/or from the State of New Jersey. Non-profit organizations must possess a 501 (c) (3) designation from the Internal Revenue Services, be registered as a charity under the New Jersey Charitable Registration (Chapter 531).

For-Profit Agencies: For-profit agencies will be considered for funding if their proposals demonstrate superior service provision over non-profit applicants.

Eligible Training Providers List (ETPL): All Respondents offering programs that include a training aspect provided in a classroom setting must have approval to operate the program/course from the N.J. Department of Labor and Workforce Development's, School Approval Unit; must be in Labor Demand Industries; and must be on the Eligible

Training Providers List (ETPL). Approval is required for all apprenticeship programs, occupational, vocational and educational classroom training, including adult basic education (ABE), English as a Second Language (ESL), preparation for the GED/HSEA. A separate approval is required for each proposed program and for each program location.

For information on how to become an approved Training Provider, go to the website www.njtopps.com. Respondents in need of approval or a certification are encouraged to submit their application as soon as possible in order to avoid any delay should a contract be awarded. Proof of eligibility or proof that the agency is in the process of applying for the eligibility certification must be included with the proposal. If the program has a training component and there is no proof included in the proposal package the proposal may be disqualified from consideration. Contracts awarded for “occupational training” must have the final certification by the time of contract execution.

Private Vocational School (PVS): A private vocational school must apply for **Training Provider status** if they are providing occupational training program in response to an RFP. Approval for Training Provider status must be kept current throughout the contract period. **Respondents with current WIOA contracts that are not yet in compliance with this requirement may be disqualified from consideration.**

2. STATUTORY AND OTHER REQUIREMENTS

COMPLIANCE WITH LAWS

Any contract entered into between the contractor and the County of Mercer must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge all forms, assurances, and certificates as are required by this section.

All signatures must be in [blue ink](#) to distinguish the documents as an original.

1. Stockholder Disclosure: Statement Of Corporation Ownership 52:25-24.2. Bidders To Supply Statement Of Ownership Of 10% Interest In Corporation Or Partnership No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

2. Americans with Disabilities Act of 1990: Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read Americans with Disabilities language that is part of the document and agree that the provisions of Title II of the Act. The contractor is obliged to comply with the Act and hold the owner harmless.

3. ADA Site Compliance Form: For One-Stop informational purposes.

4. Non-Collusion Affidavit: The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed, notarized and submitted with the RFP response.

5. & 5-A. Affirmative Action Compliance Notice: No firm will be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C. 127 as identified in the documents attached hereto. Previously Contracted Providers must submit a current Certificate of Employee Information Report. New Providers if awarded a contract without a current Certificate of Employee Information Report you must include form AA-302 and submit proof that a certificate was applied for i.e. canceled check. A contract cannot be approved without this information.

6. Exhibit A, Mandatory Equal Employment Opportunity Language

7. & 6-A. Indemnification and Certification of Insurance: The contractor must submit proof of Insurance as required or contracts will not be approved.

8. & 8-A. NJ Business Registration P.L. 2009, c.315: Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would an immaterial defect; curable by

being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

9. Excerpts from EEOC Sexual Harassment Guidelines

10. Pay to Play: P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27): Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. Training Providers Grievance Procedures

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

FAILURE TO ENTER CONTRACT

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the One-Stop may then, at its option, accept the proposal of another respondent.

COMMENCEMENT OF WORK

The Respondent agrees to commence work on the program as follows. If the award by the County is made prior to October 1, 2015, the contractor agrees to commence work on this WIOA Youth program on October 1st. If the award is made by the County after October 1st the contractor agrees to commence work immediately upon notification of contract approval.

TIME OF CONTRACT COMPLETION

It is hereby understood and mutually agreed, by and between the Respondent and the County, that the date on which the service shall be substantially complete as specified in the RFP is an essential condition of the contract. It is further understood and agreed mutually that the service and contract time embraced in the contract shall commence on the date specified and that the contract shall be completed in sequence and time frame identified.

The Contractor agrees to indemnify and hold the County harmless from any liability to subcontractors concerning payment for services performed arising out of the lawful termination of the contract by the County under this provision. In case of default by the contractor, the County may procure the services from other sources and hold the contractor responsible for any excess cost occasioned, thereby.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract, shall fail to enroll expected number of youth by dates outlined in this proposal, or if the contractor violates any requirements of the contract, the County shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the County of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the One-Stop Operator no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

GRIEVANCE AND COMPLAINT PROCEDURES

All Contractors and/or Subcontractors who are awarded funding for WIOA programs are subject to the Grievance and Complaint Procedures established by the Mercer County One-Stop. A copy of these procedures is included in the Certifications and Assurances.

PROTEST PROCEDURES

Respondents not agreeing with the final determination of contracts awarded as a result of this procurement procedure have the right to file an appeal with the Mercer County One-Stop within ten business days of receipt of a letter of rejection. An informal hearing between appropriate parties shall then be scheduled with a decision drawn no later than 60 calendar days after the date the appeal was filed.

A protester shall exhaust all administrative remedies with the Mercer County One-Stop before pursuing protest at a higher level. Violation of law will be referred to the U.S. Department of Labor Office of the Inspector General and other appropriate local and State authorities having proper jurisdiction.

Informal Hearing Process: Any respondent who feels their proposal was not given fair and adequate consideration may request to meet with the Director of the Mercer County One-Stop Career Center to review why their proposal was not chosen. The director will give an evaluation of the proposal outlining the reasons why their proposal did not meet the threshold to receive funding.

Formal Resolution Process: After an informal hearing if the organization continues to feel dissatisfaction with the results of this process they may file a written formal protest through the Open Public Records Act (OPRA). Information for filing is available through the Mercer County Counsel's Office: <http://nj.gov/counties/mercerc/home/opra.html>.

The County of Mercer reserves the right to:

- a. Reject any or all submitted proposals
- b. Request clarification of any submitted information
- c. Not enter into any contract
- d. Not select any firm
- e. Cancel this process at any time
- f. Cancel any part of this RFP at any time
- g. Amend this process at any time
- h. Interview firms prior to award
- i. Award more than one contract if it is in the best interest of the agency
- j. Issue similar solicitations in the future
- k. Request additional information from prospective contractors.

DISPUTE RESOLUTION

The Grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiation in lieu of litigation. The Grantee assures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by LWD who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Grantee. The Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a

dispute the Grantee shall proceed diligently with the performance under the Agreement. The dispute resolution mechanism described in this section is not exclusive. The Grantor and Grantee preserves all rights in law and equity to pursue any claims that may arise. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

LOCATION AND QUANTITIES: ESTIMATE OF QUANTITIES OR COST PER PARTICIPANT (CPP)

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. The County reserves the right to decrease or increase the levels of service according to One-Stop program needs and allocations, and no minimum or maximum is implied or guaranteed. Such increase or decrease will be determined solely upon the **Cost per Participant (CPP)** submitted with this proposal and shall in no way violate this contract, nor give cause for liability or damages. The County also reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per participant for service reflected in the contractor's proposal.

COST LIABILITY AND ADDITIONAL COSTS

The County of Mercer assumes no responsibility and liability for costs incurred by the Respondent prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed to the County and will not be paid.

OWNERSHIP OF MATERIAL

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property, both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

GENERAL CONSIDERATIONS

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed programmatic specifications and scope of services, criteria for evaluating proposals, and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on programming need with price and other factors considered.

MONITORING & EVALUATION COMPLIANCE

The Subcontractor shall permit Federal, State, Mercer County WIB/One-Stop staff and designated agents to have regular, continuing personal contact and communication with customers and subcontractor staff at instructional sites in a manner that minimally disrupts the instructional program(s) at these sites in order to monitor and evaluate compliance with terms outlined in the contract.

FUNDING METHOD

Contracts for WIOA In-School Youth Programs will be for a one (1) Program Year period contingent upon receipt of funding from the NJ Department of Labor and Workforce Development. Program Year 2015 (PY 2015) period, October 1, 2015 to September 30, 2016.

Program Year 2015: Selection of a Provider and funding of the contract will depend upon all of the following:

- Receipt of **sufficient funding** from the N.J. Department of Labor and Workforce Development.
- Proposal must achieve a minimum of **70%** on evaluation score to be considered for funding and program must meet the needs as identified by the One- Stop in this RFP.
- Approval of the contract award by the Mercer County Administration and the Board of Chosen Freeholders.

Program Goals & Accountability: All Providers are expected to meet or exceed the following goals:

In-School Youth (ISY) Expected Outcomes and Core Performance Measures:

- Placement in Employment or Post-Secondary Education
- Attainment of a degree or credential
 - high school diploma
 - recognized equivalent (HSE)
 - industry recognized credential

PAYMENT

For contracting purposes the One-Stop will use a 100% Cost Reimbursement contract.

Cost Reimbursement: The amount of the contract is the **maximum** that will be paid based on **actual costs incurred**. Any unspent monies are retained by the One-Stop. Invoices for cost reimbursement should be submitted at monthly intervals following services and may not exceed the line item budget stated in the approved contract.

ALLOWABLE COSTS

WIOA funds are to be used only for the purpose and function as outlined in the resulting contract. Providers are entitled to reimbursement only for actual expenses incurred during the contract period.

- **Funds expended may only support WIOA eligible and certified youth customers.**
- **Providers may not use resources from this agreement to support any other youth or programs operated by the organization.**
- Amounts reported on the Line Item budget must be program related, fully detailed, supported and justified through information provided in the budget narrative.
- The budget narrative must have a demonstrated cost basis. The cost basis will allow the One-Stop to see how the Respondent arrived at the estimate provided. In most cases, the cost basis must include a calculation (i.e. 20 notebooks @ \$3.00 = \$60.00).
- List items in the budget narrative in the same order as they appear in your line item budget.
- If any cost is unusual or estimated, provide documentation or an explanation to support the estimate.

All invoices must be submitted within thirty-days (30) after completion of service for the prior month. Invoices that are submitted with mathematical errors or without supporting back-up documentation will be returned thereby delaying payment. The final Program Year invoice must be submitted within sixty-days (60) of completion of each contract period (November 30th).

The One-Stop may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with project specifications.
- If after contract approval a cost for a line item is found unallowable by federal or LWD guidelines.
- If invoices submitted are not in agreement with approved line item budget.
- If invoices submitted do not have proper documentation.

- Reasonable doubts that the Contract can be completed for the balance then unpaid.

When the above grounds are resolved or removed, payment shall be made for amounts withheld because of them.

Allowable Costs for WIOA Programs: The following definitions and information are taken from the Workforce Innovation and Opportunity Act of 2014. They are included to give guidance when assigning proposed costs in program budgets.

- Cost of staff who provide program services directly to participants and, where applicable, the first line supervisors and/or team leaders responsible for those staff.
- Specific costs charged to an overhead or indirect cost pool that **must be identified directly as a program cost.** Explanation and documentation of these specific charges must be submitted with budget.
- The cost of goods or services for the use or benefit of participants either commercially available packages or tuition fees and entrance fees of an educational institution, books, instructional materials and other teaching aids used by or for participants.
- Materials used in providing services to participants.
- Cost of insurance coverage for participants.

Office of Management and Budget (OMB) Circular: All Contractors must comply with the federal cost principles as established in the revised OMB Circular; 2 CFR Chapter 1, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. This circular establishes government wide cost principles, including a requirement that salaries, wages, and other costs charged to this contract must be supported by documentation, personnel records, paid invoices, activity reports, etc. This OMB Circular may be accessed at: <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

Leveraged Costs: Leveraged costs should be used to offset program costs for salaries, rent, utilities, office supplies, etc. If the Respondent has more than one program in operation at the program site and if the staff duties include activities from more than one program, then costs should be leverage across all funding streams.

Indirect or Administrative Costs: Indirect Costs and/or Administrative Costs, both in total, **cannot exceed 10%** for WIOA programs. These costs **must be documented as program related**. Should any funds under this agreement be used for the purpose of satisfying any subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the grantee to provide documentation substantiating such cost. N.J. LWD and the One-Stop will retain the right to question and/or deny all costs charged to this program without sufficient documentation. Please refer to the OMB Circular as it relates to your agency if you need clarification on these costs.

- **Indirect Cost Allocation Plan:** Costs that have been incurred for organizational common or joint objectives and cannot be readily identified with a particular final cost objective. If identifying funds under the **indirect cost category, it is the sole responsibility of the respondent to provide documentation substantiating such costs.**
- **Federally Approved Indirect Cost Rate:** If the respondent is using a Federally Approved Indirect Cost Rate **include a copy of the approval letter that includes the allowable percentage rate** from the federal authority that issued the letter and briefly detail in the budget narrative what cost expenditures are included, and how these costs relate to this program. Please refer to the OMB Circular as it relates to your agency if you need clarification on these costs.

Property-Equipment: All property purchased with WIOA funds remains the property of the N.J. Department of Labor and Workforce Development and will be returned to the One-Stop at the end of the contract term. The Contractor is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subcontractor receiving payment on behalf of the Contractor. The Contractor shall maintain a current inventory of such property and equipment with a value of \$500 or more. Procedures for property records are as outlined in the N.J. Department of Labor and Workforce Development guidelines and the Contractor shall follow those procedures. The Contractor agrees to provide, this purchased property, the same security and safekeeping measures for property paid for under this contract as they would for property owned by the Contractor. The

Contractor agrees to impose similar conditions upon any subcontractor engaged to provide services under this contract.

Travel Reimbursement: The rate of reimbursement for mileage allowed for subgrantees traveling by personal automobile on official business has been revised by the New Jersey State Appropriations Act. The current allowable rate that can be charged is currently at \$.31 per mile.

UNALLOWABLE COSTS

No funds under this contract may be used for purposes other than WIOA Youth related activities. Funds may not be used to supplement nor supplant services funded through other efforts and cannot be used to duplicate services and staff being funded under other efforts. The following costs are not allowable as a separate line item as per N.J. Department of Labor and Workforce Development regulation.

Providers should explore other sources of funding available for the following services:

- **Food Costs:** Food costs are not allowable as a separate line item; providers may explore other sources of funding available for these services. **Minimal** food costs are only allowed as a necessary part of an activity, (i.e. celebratory event, nutrition class, etc.). The respondent must ensure that costs related to graduations and celebrations are appropriate and of so little value that reporting for it would be administratively impracticable. Such events will need prior approval from the One-Stop.
- **Start-Up Costs, Capital Expenditures or Renovations:** These costs are not an allowable expense unless the provider has **prior written approval** from the N.J. Department of Labor and Workforce Development. This will apply to the purchase of furniture, filing cabinets, cubicle partitions, carpet cleaning, painting, alarm systems, system updates, window replacement, etc.
- **Salary Bonus or Rewards:** Are not allowable.
- **Miscellaneous:** When designing programs we often want to give our youth opportunities for expanding their horizons by introducing them to experiences that are not in their usual realm of activities, i.e. going out to dinner, going on cultural trips, exploring hobbies and travel opportunities, etc.

Please be aware that as important as outside experiences are to developing well rounded youth they are **not allowable** through WIOA funding. All programming must be directly related to employment or preparation for entry into employment or post-secondary education.

BUDGET MODIFICATIONS

Modifications submitted for approval must be minimal and must be deemed reasonable and necessary to achieve the program outcomes. All budget modifications must have written approval from the Director of the One-Stop before implementation. All modifications must be submitted no later than **three (3) months** prior to the end of each program year contract (June 30th).

ANNUAL PERFORMANCE REPORT

Contracts are awarded by Program Year and at the end of each program year (September 30th) the Contractor will be expected to submit an Annual Performance Report. This report will assist the One-Stop to determine that all required work of the contract has been met and completed by the Contractor. **This report is due no later than sixty (60) days after the completion of each contract year.**

A. Contract Performance Report: This report will outline the provider's performance on all contractual goals and benchmarks to include:

- Contracted level of service
- Number of actual certified WIOA youth enrollments
- Number of youth who completed the program with documented measurable skills, outcomes and certifications

- Common/Performance Measures met: number of youth who attained their High School Diploma, HSE High School Equivalent, or industry-recognized credential; were placed into employment, post-secondary school
- Program successes
- Program challenges
- Action plan for future improvement

B. Final Invoice: This report will include all final fiscal expenses for the program year and include all necessary back-up documentation. **Any awarded funds that remain unspent at the end of the program year will return to the County in accordance with State regulations.** The Contractor will be responsible for any costs found to be disallowed, including those to any Contractor or Subcontractor paid from funds under this contract. The County retains the right to recover any appropriated amount after fully considering the recommendation on disallowed costs resulting from the final audit by the State or County, even if a final audit had not been performed prior to the closeout of the contract.

C. Disposition of Property: This report is to account for any property acquired with WIOA funds under this contract, or received from the County of Mercer in accordance with NJ LWD regulations and guidelines. This report must list of all equipment acquired (i.e. computers, laptops, printers, scanners, cameras, etc) along with amount paid for each and a general description of the present condition of this property. At the end of the contract term, Mercer County One-Stop in consultation with the NJ LWD will make a determination for any further action. If this list is not submitted with the final grant payment, payment will be withheld until it is received.

3. PROPOSAL REQUIREMENTS

QUALIFICATION STATEMENT

The Qualification Statement is to be provided for the Respondent who will serve as the Prime Contractor and any subcontractors. This statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and classifications, and firm's location. Identify prior program experience. If you have not contracted with the One-Stop in previous years, provide a list of three (3) agencies for which similar contracted programs have been provided. The Qualification Statement for this RFP is as follows; will include Organization Information (pages 1, 2 & 3), Attachment A: Scope of Services Program Summary, Written Narrative (8 pages), and all required Attachments.

KEY PERSONNEL INFORMATION

The Respondent shall provide the identity and professional credentials of all of the program related principals and other key personnel listed under Staff Salaries. The following Key program personnel shall be identified:

- Program Manager: the individual who is responsible for the overall scheduling, coordination, and completion of services and will serve as the single point of contact between the County, the Contractor and subcontractors (if applicable).
- Key Program Staff and any additional personnel if required.

THIRD PARTY SUBCONTRACTORS (IF APPLICABLE)

Respondents may engage the services of subcontractors for completion of this program and must provide full details on the location and nature of the work to be preformed. The Respondent understands that if selected the use of subcontractors must be approved in writing by the County prior to initiating any sub-contracted work. The Provider will supply a Memorandum of Understanding (MOU) that identifies the Program Manager, outlines and defines the subcontractor's role, program responsibilities, costs to program, expected program goals and outcomes, and defines all staff paid through this contract. A Program Manager must be identified and must be available for scheduled WIOA meetings at the Mercer County One-Stop.

The organization submitting the proposal will be the lead agency and any administration or costs associated with the subcontractor will be supplied directly by the lead agency. Details of the subcontractors' role and timeline for services must be fully detailed in the Program Description, Agency Administration and the Fiscal/Budget section of the written narrative. Include a separate Scope of Services Program Summary, copies of all approvals required for program, line item budgets, and all assurances and certifications. If the subcontractor is providing a training program they must have program approval as a Training Provider on the Eligible Training Providers List.

COST PER PARTICIPANT (CPP) OR UNIT COST

The Unit Cost or Cost per Participant (CPP) must be identified and will not change. An increase or decrease to program funding will be calculated on this number. Based on programming need the One-Stop reserves the right to increase or decrease the amount of the award and levels of service at the cost per participant (CPP) as submitted. If your organization is awarded a contract with a reduced/increased award immediately submit a revised Budget Narrative, a Line Item Budget, and a Scope of Services Program Summary reflecting revised amounts and Levels of Services.

METHOD OF ACCOMPLISHMENT

The RFP responses shall contain a Written Narrative description of the proposed approach to the program. **Restating of the RFP will be considered an unacceptable response and the proposal will not be evaluated.** All Respondent proposals to this RFP will be evaluated utilizing the methodology as outlined in the section of this RFP entitled "*Evaluation, Review and Selection Process*". The evaluation team will review each proposal and issue a report ranking all proposal scores. Respondents whose proposals are most successful will:

- Clearly outline their program in the Narrative
- Meet the One-Stop programmatic needs
- Include a listing of the resources identified for use in the program

- Include all documentation requested
- Have budgets that are fiscally responsible, prudent and reasonable
- Have received the highest-ranking scores based on the evaluation criteria.

Recommendation to the governing body to award a contract is based on all of the above with price and other factors considered.

PROJECT LEVEL OF EFFORT

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Services provided in this RFP and the Respondents Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies expected attainments and proposed initiation and completion dates.

NOTICE OF AWARD

Successful Respondents will be notified of a competitive contract award after the evaluation of all proposals and discussion with the WIB, the Youth Investment Council and the Administration. All contracts are contingent on approval by the Mercer County Board of Chosen Freeholders.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals. The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

4. EVALUATION REQUIREMENTS OF PROPOSALS

EVALUATION PROCESS

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements (Technical Criteria). Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated. Proposals that are timely, compliant, meet the minimum mandatory requirements will be reviewed by an Evaluation Committee to determine if they satisfy program need as requested in this RFP. Based upon the Evaluation Criteria a numerical ranking will be assigned.

EVALUATION REVIEW AND SELECTION

The Evaluation Committee will include the One-Stop Director, Deputy Director of Operations, Deputy Director of Programs, WIB Youth Program Liaison, and Contracts Specialist. The One-Stop Director reserves the right to invite other personnel, and WIB Youth Investment Council YIC member(s) to review the proposals. However, only members of the Evaluation Committee will grade the proposals.

Written proposals will be evaluated and graded in accordance with the Evaluation Criteria provided below. **Awards will be made to the highest-ranking Respondents whose proposals meet the needs identified by the One-Stop via this RFP, and whose program is most advantageous to attaining the stated program goals and objectives with price and other factors considered. Proposals must meet a minimum 70% score or they will not be considered for an award.** Recommendations for awarding of contracts and approval of service providers will be forwarded from the committee to the WIB Youth Investment Council, and the Mercer County Administration. These Respondents will then be recommended by the Director of the One-Stop to the Mercer County Board of Chosen Freeholders for award of contract.

EVALUATION CRITERIA

All criteria and weighting outlined below will be considered in the evaluation of each WIOA competitive contracting proposal.

Technical Merit – 0 - 5 Points: Inclusion of All Requested Documents

Technical Merit is based on the inclusion of all requested documentation, attachments, and certifications. Non-compliance with significant proposal instructions may be grounds for disqualification.

Program Design & Implementation – 0 - 50 Points: Knowledge and Professional Competence

Receipt of high quality service is of maximum importance to the County. If the questions are not answered, are unclear or incomplete and the program is difficult to understand, evaluation points will be lost and this may disqualify the respondent from further consideration.

The section of the written narrative must clearly communicate the Respondent's understanding of the technical skills necessary to provide a successful program that includes; the required WIOA Program Elements, program components as outlined, demonstrates how WIOA Performance Measure goals will be met, and incorporates a solid curriculum with a realistic timeline of achievements. The respondent must also address the importance of outreach and engagement of the youth, maintaining participation through to program completion, any work experience components, and other required contractual elements. The Narrative must include a description of the program site and facility resources, classroom enrollment capacity, hours of instruction, equipment available for program utilization, etc. Non-compliance with the significant instructions will be grounds for disqualification of the proposal.

In the event subcontractors are engaged for any portion of this program; the Respondent must provide full details on the nature of work to be performed and how their portion of the program will be incorporated.

Previous Experience – 0 - 15 Points: Demonstrated Performance Accountability

The Respondent must have at minimum 1-year experience in serving WIOA eligible youth or a similar population to be considered eligible for funding. Similar populations refer to youth with the identified barriers to employment, i.e. basic

skills deficient, English language learner, pregnant/parenting, offender, etc. Clearly outline the organization's previous contracts and performance. The Respondent should use specific statistics from these contracts to explain how the contracted levels of service and performance criteria were met. If previous contracts were with the One-Stop this data will be compared to One-Stop internal data. Respondents with no previous One-Stop contracting experience must submit a list of Referrals and their contact information. If levels of service or performance criteria were not met the Respondent will be expected to provide an honest self-evaluation of program performance to explain the challenges met demonstrating an understanding to what improvements would lead to more successful outcomes.

Program Administration – 0 - 10 Points: Experience and Personnel Qualification Statements

Respondents are asked to identify a Program Manager and key program personnel, by name and title, responsibilities, prior program experience and qualifications. Respondents must address internal program monitoring to ensure programmatic and contractual integrity. If subcontractors are used include detail on their key staff and monitoring to ensure programmatic integrity.

Fiscal and Budget – 0 - 20 Points: Effective and Efficient Use of Public Funds

The Respondent must give a brief description of the fiscal officer's qualifications. All costs must be detailed to represent an effective and efficient use of public funds. Evaluators will give competitive preference to proposals with budgets that are well explained and constructed and that implement cost-effective approaches to the development and delivery of program services. Budgets should exhibit program costs that are prudent, reasonable, and meet allowable cost guidelines. The Respondent must demonstrate effective coordination and integration of proposed Mercer County funding with the organization's existing resources (leveraged costs). If subcontractors are used provide detail on the portion of the budget allotted to them.

Minimum Funding: Competitive contracts are not allowed to be negotiated in New Jersey. Many respondents submit proposals in amounts that are unrealistic and above the threshold of One-Stop funding resources. The minimum funding category evaluation is based on whether funding **can be reduced without compromising the integrity of the program as presented. Any contract awarded at a reduced amount must include all services and program components and elements as outlined in the proposal.** If you cannot operate the program without the full amount requested, so state, but realize this may disqualify your program from consideration. Proposals that exceed suggested cost amounts outlined in this RFP will not be considered for evaluation. Any increase/reduction to the program will be based on the submitted Cost per Participant (CPP).

PY 2015

WIOA IN-SCHOOL YOUTH PROGRAMS

RFP PROPOSAL PACKAGE

5. PROPOSAL INSTRUCTIONS

A. Proposal Submission Date and Time: Monday, August 17, 2015, at 12:00 noon.

B. Delivery of Proposals: Proposals may be hand delivered or mailed; however, the County disclaims any responsibility for proposals received late by regular or express mail. Proposals received after the designated time and date will be returned unopened (no exceptions). Addresses to use for:

- **United States Postal Service Mail:** Mercer County One-Stop Career Center, Mercer County One-Stop Career Center, 640 South Broad Street, PO Box 8068, Trenton NJ 08650-0068.
- **Express Mail Deliveries, Walk-Ins, Couriers:** Mercer County One-Stop Career Center, 26 Yard Avenue, Building 4, Trenton NJ 08609.

C. Identify Proposal: Clearly identify the RFP proposal package with the title, **CC WIOA ISY PY 2015**, and the name of the responding firm.

D. Header or Footer Information: Include the Organization Name and funding source (CC WIOA In-School Youth PY 2015) in the header or footer of each page on the written narrative and accompanying program documentation.

E. Original Proposal Binding & Submission Requirements:

- Submit one (1) original RFP, clipped.
- Do not submit in notebook binders, folders or spiral bindings, etc.
- All Signatures on the Original Proposal must be in blue ink to distinguish from the copies.
- Submit all County Assurances and Certifications 1-11 signed **in blue ink**.
- Include one (1) complete **2014** Audit or Financial Statement with the original proposal.
- Failure to sign and submit all information requested in the proposal may result in the proposal being rejected.

Audit: Submit One (1) Complete Copy of Organization's program year end 2014 Audit or Financial Statement with the original only. [Audits are required to be submitted every year within nine \(9\) months or either fiscal or calendar year end.](#)

F. Copies of Proposal Binding & Submission Requirements:

- Submit six (6) copies stapled not clipped.
- Include all required program documents and Attachments as listed on page 22.
- Assemble in the same order as the Original.
- **Do not** include Certifications 1-11.
- **Do not** include Audit or Financial Statement with the copies.

H. Written Narrative: Specifications for written narrative should be submitted as follows:

- Number of Pages: maximum of eight (8) pages
- Font: Ariel
- Font Size: no smaller than 11-point
- Spacing: single
- Margins: .55 to 1-inch margins
- Pagination: pages must be numbered
- **The narrative must be clearly identified by the 4 headings** (A. Program Description, B. Previous Experience, C. Agency Administration, and D. Fiscal Budget)
- **Clearly identify and number each question of the separate paragraphs** (1-8 of Program Description, 1 for Previous Experience, 1-5 of Agency Administration, 1-4 of Fiscal and Budget)
- **Be sure all answers are concise and to the point. Use the outline provided below.**

WRITTEN NARRATIVE OUTLINE

I. Program Description: 50 points		Individual Point Value
1.	Attachment A: Scope of Services & Program Summary	2.5
2A.+2B.	Organization Information	1.5
3.	Outreach, Engagement and Retention	3
4.	Youth Assessment Activities and tools	5
5.	Program Design and Implementation	20
6.	Outcomes and Goals (incorporating Program Element and Common Measures	15
7.	Documentation of Youth Progress	3
8.	Identify Facility Resources	0
9.	Subcontractor	0
10.	Attachment B: Curriculum	
11.	Attachment C: Customer Timeline and Flow Chart	
II. Previous Experience: 15 points		Individual Point Value
1A+1B.	Prior Experience and Outcomes	15
2A+2B.	Statistical Data Form	
3.	Attachment D: Statistical Data	
4.	Attachment D2: References	
III. Program Administration: 10 points		Individual Point Value
1.	Program Supervision	4
2.	Key Staff	4
3.	Monitoring of Program	2
4.	Collaboration	
5.	Customer Grievance Procedure & Satisfaction Survey	
6.	Attachment E: 1 page (current) Resume or Job Description	
IV. Fiscal & Budget: 20 points		Individual Point Value
1.	Fiscal Officer Experience	
2.	Minimum Funding	5
3.	Attachment F: All Budget Forms for PY 2015	15
	▪ Budget Explanation & Justification	
	▪ Leveraged Costs	
	▪ Line Item Budget	
	▪ Staff and Fringe Budget	

I. ORIGINAL PROPOSAL ASSEMBLY AND CHECK LIST: Assemble the Original Proposal in the following order:

- ☐ Organization Information, pages 1, 2, & 3
- ☐ Attachment A: Scope of Services & Program Summary
- ☐ Qualification Statement Information (Written Narrative), Not to exceed **8 pages**
- ☐ Attachment B: Outline of Curriculum (no more than (3-4) pages)
- ☐ Attachment C: Customer Timeline & Flow Chart
- ☐ Attachment D: Statistical Data
- ☐ Attachment D2: References **only** for Providers who have not previously contracted with the One-Stop
- ☐ Attachment E: Staff Resumes or Job Description (no more than 1 page each)
- ☐ Attachment F: All Budget Forms
 - ☐ Budget Explanation & Justification
 - ☐ Budget Leveraged Costs
 - ☐ Budget Line Item Budget
 - ☐ Budget Staff & Fringe Benefits
- ☐ Exceptions, 60 Day Agreement and Receipt of Addenda
- ☐ Attachment 1: Federal Government IRS Issued Legal Status Of Organization
- ☐ Attachment 2: State Issued Program Eligibility Certification, i.e. DOE, ETPL, etc.
- ☐ Attachment 3: List of Board Members, Principals, and/or Owners
- ☐ Attachment 4: Organization Chart(s)
- ☐ Attachment 5: County Assurances and Certifications 1-11
- ☐ Attachment 6: One (1) Complete 2014 Fiscal or Calendar Year End Audit or Financial Statement (no partial audits)

COUNTY ASSURANCES AND CERTIFICATIONS, STATUTORY AND OTHER: one (1) set, will include **1–11** as listed below:

- ☐ 1. Statement of Ownership/Stockholder Disclosure
- ☐ 2. Americans with Disabilities Act of 1990
- ☐ 3. ADA Site Compliance Form
- ☐ 4. Non-Collusion Affidavit
- ☐ 5. Affirmative Action Compliance Notice
- ☐ 5-A. 1 of three choices listed, Federal Letter, CEIR or AA-302 with cancelled check
- ☐ 6. Exhibit A
- ☐ 7. Certification of Insurance Coverage
- ☐ 7-A. Certificate of Insurance
- ☐ 8. Certification of N.J. Business Registration
- ☐ 8-A. N.J. Business Registration
- ☐ 9. Excerpts from EEOC Sexual Harassment Guidelines
- ☐ 10. Pay to Play
- ☐ 11. Training Provider Grievance Procedures

SIX (6) COPIES OF PROPOSAL (STAPLED)

- ☐ Organization Information, pages 1, 2, & 3
- ☐ Attachment A: Scope of Services & Program Summary
- ☐ Qualification Statement Information (Written Narrative), Not to exceed **8 pages**
- ☐ Attachment B: Outline of Curriculum (no more than three to four (3-4) pages)
- ☐ Attachment C: Customer Timeline & Flow Chart
- ☐ Attachment D: Statistical Data
- ☐ Attachment D2: References **only** for Providers who have not previously contracted with the One-Stop
- ☐ Attachment E: Staff Resumes or Job Description (no more than one (1) page each)
- ☐ Attachment F: All Budget Forms
 - ☐ Budget Explanation & Justification
 - ☐ Budget Leveraged Costs
 - ☐ Budget Line Item Budgets
 - ☐ Budget Staff & Fringe Benefits

6. SCOPE OF SERVICES: WIOA YOUTH PROGRAMS AND SPECIFICATIONS

BACKGROUND

The Departments of Labor (DOL) and Education (ED) are in the process of finalizing the regulations of the Workforce Innovation and Opportunity Act of 2014 (WIOA) Public Law 113-128. Through these regulations, the Departments propose to implement job training system reforms and strengthen the nation's workforce development system to put Americans back to work and make the United States more competitive in the 21st Century. This joint proposed rule provides guidance for State and local workforce development systems that increase the skill and credential attainment, employment, retention, and earnings of participants, especially those with significant barriers to employment, thereby improving the quality of the workforce, reducing welfare dependency, and enhancing the productivity and competitiveness of the nation.

Until such time as the regulations are finalized any subrecipient who enters into a competitive contract with the One-Stop must agree to incorporate ANY changes to the WIOA requirements by conforming to new legislation, regulations, or requirements. Providing maximum flexibility during this time of transition will assist the One-Stop in meeting the new performance measures. The One-Stop anticipates any changes to programing will be minor however if significant changes are made they will be incorporated by amending or modifying the current contract by Resolution.

INTRODUCTION

The purpose of this RFP is to solicit proposals for 1-year competitive contracts that will provide comprehensive year round programs and services to WIOA eligible In-School Youth (ISY) and young adults in Mercer County. The Mercer County Workforce Investment Board (WIB), in concert with the Youth Investment Council (YIC), and the Mercer County One-Stop Career Center, are committed to building a system of high quality youth services which will provide needed education, training, work readiness skills, life skills, mentoring opportunities and/or employment programs to enhance Mercer County youth's future overall employment prospects.

INTENT AND PURPOSE

The County is seeking organizations offering innovative strategies and processes designed to improve the In-School Youth's educational levels and enhance immediate and future employment prospects and earnings. Programs should be designed with an emphasis on work experience and include comprehensive case management, strong linkages between work readiness training and life skills development, academic or occupational skills learning, preparation for post-secondary education, and a financial literacy component. Mercer County youth are the most in need of these services because of the many barriers they have to education and employment. They require individualized and intensive, long-term services to improve job and career options and to attain positive outcomes that support the development of strong regional economies.

All programs should be designed to help the youth succeed as adults and meet the needs of employers and businesses through inclusion of the following: a) to understand and be trained in the skills and attitudes necessary for employment; b) to receive education and/or attain the level of basic skills required for success on the job; c) to be introduced to all types of Labor Demand Occupations in the area as well as career ladder options; d) to be introduced to financial literacy as described in the 14 Elements listed in this Scope of Services; e) to develop leadership skills through group and community activities; f) to have adequate mentoring opportunities for character growth and development; g) and to become familiar with community services and programs in order to avail themselves of those services when necessary.

NEW PRIMARY INDICATORS OF PERFORMANCE

WIOA Section 116(b)(2)(A)(ii) provides six new indicators for performance for the WIOA youth program. Five of the indicators will be effective during the program year which covers the time period of October 1, 2015 to September 30, 2016 and includes the 12 month follow-up to September 2017. Youth who start between these dates will be counted in the PY 2016 measures. Separate guidance will be issued prior to the indicators implementation. As stated above, in the Introduction, until such time subrecipients who enter into a competitive contract with the One-Stop must agree to

incorporate ANY changes to the WIOA requirements by conforming to new legislation, regulations, or requirements assisting the One-Stop in meeting the new performance measures.

Basic performance indicators for the Youth Program under Title I of WIOA are;

- (1) Percentage of participants who are in education or training activities, or in unsubsidized employment, during the **second quarter** after exit from the program;
- (2) Percentage of participants in education or training activities, or in unsubsidized employment, during the **fourth quarter** after exit from the program;
- (3) Median earning of participants who are in unsubsidized employment during the second quarter after exit from the program;
- (4) The percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation or up to 1 year after exit. A participant who has obtained a secondary school diploma or its recognized equivalent is only included in this measure if the participant is also employed or is enrolled in an education or training program leading to a recognized post-secondary credential within 1 year from program exit;
- (5) The percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment.

EXPANDED WORK EXPERIENCE FOCUS

WIOA section 12(c)(4) prioritizes work experiences. Work experience is a critical WIOA Youth program element. Respondents are encouraged to have coordination of work experiences, particularly summer employment, with other youth serving organizations and agencies. Paid and unpaid work experience that has an academic component and occupational education may include the following four categories:

1. Summer employment and other employment opportunities available throughout the year
2. Pre-apprenticeship programs
3. Internships and job shadowing
4. On-the-Job training opportunities

TARGET YOUTH POPULATION

Available funding is targeted for WIOA eligible In-School Youth. Mercer County One-Stop In-School Youth Programs will target youth who are in their senior year of high school (generally) between the ages of 17-21. All youth must reside in Mercer County, must meet the eligibility requirements for program participation, and must be deemed in need of the services to become successful in completing their education, and/or obtaining and retaining employment. When developing program services the specified ages and maturity levels of youth must be taken into consideration if performance goals are to be met.

DEFINITION: Economically disadvantaged based on a maximum of the 70% current lower living standard (LLSI) guidelines: <http://www.doleta.gov/lsl/2015/>

NEW WIOA ELIGIBILITY CRITERIA

In-School Youth (ISY): An ISY must be attending school, not younger than 14 or older than 21, low income, and have one or more of a list of barriers outlined below (provided in WIOA section 129 (a)(1)(C)(iv)). An In-School Youth is defined as one who is, at the time of WIOA eligibility certification, **currently enrolled** in school, or an academic or vocational program, including an alternative school, but is at risk of failing or dropping out for an array of reasons.

NOTE: This RFP will focus on youth in their senior year of high school between the ages of 16-21.

WIOA IN-SCHOOL YOUTH ELIGIBILITY

Youth who is not younger than 14 or older than 21, who is economically disadvantaged, with one or more of the following:

- Basic skills deficient

- An English language learner
- An offender
- A homeless individual, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act or an out of-home placement
- Pregnant or parenting
- A youth who is an individual with a disability
- An Individual who requires additional assistance to complete an educational program or to secure or hold employment

CERTIFICATION OF YOUTH

WIOA funding is **only allowable** to pay for youth who are certified and identified as eligible by the One-Stop Youth staff prior to being allowed to start any program. Do not design youth programs to include payment for any services that directly or indirectly serve ineligible youth. Providers of ISY programs are **responsible for gathering** all certification data and making arrangements with the One-Stop Youth staff to complete the certification. This may be done at the One-Stop or at the Provider's program site.

ONE-STOP EXPECTATIONS

Respondents who are awarded programs will be expected to provide **all** programming as outlined in the submitted RFP proposal incorporating the WIOA Common Performance Measures, identified WIOA Program Elements, and Program Components.

One-Stop Program Goals & Accountability: In each program year all providers are expected to meet or exceed the Outcomes and Goals outlined in this RFP.

Enrollment Deadlines: The One-Stop will expect the provider to begin the program year on October 1st and to have:

- Youth certified and enrolled prior to the start of each cycle.
- If only one cycle will be provided, 100% of youth must be certified and enrolled by December 1st.

NOTE: The inability of providers to achieve the required enrollment levels by the dates specified in this RFP and the awarded contract **may result in contract termination in January.**

Staff Changes During Program: It is the responsibility of the Subrecipient to keep the One-Stop informed of any and all staff changes throughout the term of the contract. An explanation for the change and an updated resume for the new staff person must be submitted to the One-Stop. The new staff persons resume and qualifications should reflect the job description submitted with this RFP.

Control Systems in Place: Under WIOA Subrecipients must have a control system in place to protect and safeguard youth customer's personal identifiable information and other sensitive information.

Development of an Individual Service Strategy (ISS) Document: Youth programs need to offer flexibility in their delivery of services. Program elements must include case management and a comprehensive assessment of the youth's knowledge and skills that will result in an Individual Service Strategy (ISS) document. This ISS will give the youth direction for the preparation and acquisition of skills, program and personal goals.

Performance Measure Attainments: All Contracted Providers will be expected to meet or exceed the Federal performance measures as outlined. At a minimum, youth programs will be measured on their success in achieving each of the appropriate outcomes. Attainments and Definitions that the U.S. Department of Labor (USDOL) and the N.J. Department of Labor and Workforce Development (NJ LWD) have established are as follows:

In-School Youth (ISY) Expected Outcomes and Core Performance Measures:

- Placement in Employment or Post-Secondary Education
- Attainment of a degree or credential
 - High School Diploma
 - Recognized equivalent (HSE)

- Industry recognized credential

Placement into Employment or Post-Secondary Education: Placement into employment or education applies to youth who are not in post-secondary education or employment at time of enrollment. The performance will be measured by the percentage of youth who are:

- a. Employed or enrolled in post-secondary education and or advanced training or occupational skills training during the **2nd quarter** after exit from the program.
- b. In the percentage of program participants who are in education or training activities, or in unsubsidized employment, during the **4th quarter** after exit from the program.

PROVIDER RESPONSIBILITIES

Providers who are selected to provide youth programs for the One-Stop must adhere to the new WIOA regulations and requirements when they become available. This time of transition will be a learning experience on both the part of the One-Stop and the Provider.

Program for PY 2015: Provider Programs will be designed to be either year round or to have a cyclical enrollment.

Enrollment: Provider will be expected to meet their level of service (LOS).

Eligible Youth: Please note that the expected number of youth to be enrolled must be certified as eligible prior to the beginning of the year round program or prior to the beginning of each cycle.

Performance Goals: Providers will be expected to assist the One-Stop to meet or surpass changes in performance goal requirements. Performance goals may be subject to change during the contract year and providers who cannot agree to the changes may be subject to contract termination and/or will receive poor performance reviews that may affect future contracting.

12-Month Follow-Up Services: The requirement to provide follow-up information is more stringent as the WIOA performance measures are calculated based on youth status during the 2nd and 4th quarters after exit. This is a change from the WIA requirement based on youth status during the 1st quarter after exit.

Youth Folders: Any youth that is served during the course of this program must have a file. These files must be updated on a regularly basis and are available for One-Stop, WIB, State, and/or Federal monitoring visits, and are complete at end of program year.

Documentation: Youth Files must contain all required documentation supporting achievements and reporting information as outlined in the contracting packet. Provider files that are not complete at the end of each program year may be subject to contract termination and/or will receive poor performance reviews that will affect future contracting.

A. IN-SCHOOL YOUTH PROGRAMS

PROGRAM FUNDING

The One-Stop has approximately \$250,000.00 for Program Year 2015 and the funding will include stipends/wages. Exceptions may be considered if serving special populations.

- Approximately \$250,000.00 will be available for distribution.
- Programs should be directed to youth who are High School seniors who are in jeopardy of not graduating, generally between the ages of 17-21 who meet the eligibility requirements for WIOA funded programs.
- It is not recommended for any one provider to submit for the entire amount of ISY funding.

- If the amount of funding we offer is reduced from the amount proposed we will expect the Respondent only to accept the award if they can ensure that the integrity of the program will not be compromised.

In-School Youth Programs: Programs and services designed for In-School Youth should enable them to achieve success in school, at home, at work, and in social environments. Services offered via this RFP should also assist in exposing the youth to suitable career paths that are based on their interests and aptitude, as evidenced by their assessment reports.

Programming for ISY should provide year-round comprehensive services directed toward highlighting and reinforcing the importance of graduation from High School and entry into post-secondary education and/or employment. Programs should integrate services provided throughout the school year with an intensive life skills and work readiness component that will help youth overcome obstacles as they prepare to enter summer employment, post-secondary institutions, or the job market after graduation.

ALLOWABLE YOUTH PROGRAM ACTIVITIES

1. Research related to meeting the education and employment needs of eligible youth; and demonstration projects related to meeting the education and employment needs.
2. Supporting the development of alternative, evidence-based programs and other activities that enhance the choices available to eligible youth and encourage such youth to complete secondary education, enroll in postsecondary education and advanced training, progress through a career pathway, and enter into unsubsidized employment that leads to economic self-sufficiency.
3. Supporting the provision of career services described in section 134 (c)(2) in the one-stop delivery system.
4. Supporting financial literacy to include; supporting the ability of participants to create household budgets, initiate savings plans, making informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals and to become knowledgeable on the subject of identity theft.
5. Supporting the ability to manage spending, credit, and debt, including credit card debt, effectively; increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy and how to correct inaccuracies in the reports and scores, and their effect on credit terms.
6. Supporting the ability to understand, evaluate, and compare financial products, services, and opportunities.
7. Supporting activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials.

ACTIVITIES SHOULD ALSO INCLUDE

1. Goal Setting, i.e. educational, career, employment, personal.
2. Intensive Life-coping Skills, i.e. decision-making, self-esteem building, resisting peer pressure, acceptance of constructive criticism, supervision and guidance, personal hygiene, stress reduction and management, time management, etc.
3. Work Readiness Skills, i.e. effective communication and listening skills; appropriate behavior, language and attire for the workplace; interviewing skills in preparation seeking employment, and learning relevant questions to ask at job interviews particularly for those entering the workforce after graduation.
4. Job Search Skills, i.e. resume preparation, job search techniques and sources, employer research, online applications, follow-up, etc., particularly for those entering the workforce after graduation.
5. Fiscal Literacy, i.e. budgeting, money management, consumerism, etc.
6. Job Retention Skills, i.e. attendance and punctuality, accepting supervision, working with colleagues, following directions, etc.
7. HSPA & SAT: Preparation for HSPA & SAT (if applicable).

PROGRAM DESIGN

1. Provide an objective assessment of the academic levels, skill levels, and service needs of each participant.
2. Assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service's needs, and

developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program.

3. Develop service strategies for each participant that are directly linked to 1 or more of the indicators (as listed on page 23 & 24) of performance and that shall identify career pathways that include education and employment goals (including, in appropriate circumstance, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted as listed above. Except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program.
4. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential.
5. Preparation for postsecondary education and training opportunities.
6. Strong linkages between academic instruction (based on State academic content and student academic achievement standards) and occupational education that leads to the attainment of recognized postsecondary credential.
7. Preparation for unsubsidized employment opportunities, in appropriate cases.
8. Effective connections to employers, including small employers, in in-demand industry sectors and occupational sectors of the local and regional labor markets.

14 WIOA PROGRAM ELEMENTS

The following is a list of the 14 Elements outlined for WIOA youth programs. The One-Stop will expect contracted Providers to make available, at a minimum, the 9 elements that are **highlighted** in order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants.

1. **Tutoring, study skills training**, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. **Paid and unpaid work experience** that have as a component academic and occupational education which may include:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year
 - b. Pre-apprenticeship programs
 - c. Internships and job shadowing, and
 - d. On-the-job training opportunities
4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area that are approved by the WIB.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. **Leadership development** opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. **Supportive services**.
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12-months.
9. **Follow-up services** for not less than 12-months after the completion of participation, as appropriate.
10. **Comprehensive guidance and counselling**, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. **Financial literacy** education.

12. Entrepreneurial skills training.
13. **Labor market information:** Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. **Preparation for transition:** Activities that help youth prepare for and transition to postsecondary education and training.

PROGRAM COMPONENTS AND DESCRIPTION OF SERVICES

1. Outreach, Engagement & Retention: Outreach recruitment and engagement for ISY will primarily be the responsibility of the service provider. This should be done in consultation with the Mercer One-Stop and include outreach to potentially eligible youth **throughout Mercer County**. Programs that recruit countywide will be more favorably considered. In the narrative providers should provide the specific strategies that will be utilized for the recruitment and the engagement (retention) of youth to their programs.

2. WIOA Certification: Certification is the process by which an individual's eligibility for services is determined by the Mercer One-Stop. Documents will be required to prove youth's age, citizenship, county residency, selective service registration (if applicable), family household income, and identified barrier(s). Providers will be responsible for gathering all required WIOA eligibility certification documents. Actual eligibility certification is the responsibility of the Mercer-One-Stop staff.

3. Comprehensive Assessment: Upon entry into any program a comprehensive assessment of each youth will be expected. This assessment will examine each youth's interests, aptitudes and capabilities. Respondents must identify all assessment tools to be used, the purpose of each assessment, and document all assessment information in the youth's file. Assessment for ISY should focus on career exploration and the development of a plan for "life beyond high school". This assessment will result in the development of the youth's Individual Service Strategy Plan (ISS).

4. Individual Service Strategy Plan (ISS): After the comprehensive assessment the provider must work individually with each youth to develop an Individual Service Strategy (ISS) plan. The ISS will clearly define the individual's goals and identify the services that will need to be provided. The ISS plan serves as a map to determine the direction of future education, training, employment, and any support services needed for the youth to reach their outlined goals. The ISS is a "living" document that must be updated on an on-going basis.

5. Comprehensive Guidance and Counseling: Youth, particularly urban youth, today face a myriad of challenges as they attempt to become successful at obtaining their high school diploma/HSE, and in obtaining and retaining employment. Prevalent issues such as lack of housing, parental support, possible gang affiliation, lack of self-esteem and self-worth must be approached with sensitivity and empathy, while maintaining strong determination in assisting the youth overcome some of these barriers. The intensity of case management can differ from one youth to another depending upon the needs of the individual. All youth must receive career counseling, which focuses on career exploration and counseling (case management) services.

Case management services are a key component to the youth's success. Comprehensive counseling and case management via motivated, committed staff who can provide the youth with a nurturing environment will help to create an independent and self-sufficient individual. Assessment information may identify the youth as needing to receive or be referred to specialized guidance and counseling and any other needed support services. Personal problems, drug or other substance abuse should be addressed prior to providing any other comprehensive services.

Case manager's responsibilities will entail working one-on-one with each individual youth, taking the lead in the assessment, interpreting the assessments with the youth, and providing direction through the development of the Individual Service Strategy (ISS) document. Case managers will also be responsible for maintain youth customer files and documentation of all other services provided. Provision of Comprehensive Labor Market Information, as explained below, will fall under this category.

6. Comprehensive Labor Market Information: All awarded programs must provide comprehensive labor market information to introduce youth to viable careers specifically those in labor demand occupations. This should include instruction of how to use all of the career preparation, career exploration, and job search web sites offered by the NJ Department of Labor and Workforce Development, i.e. Jobs4Jersey: www.jobs4jersey.com, and NJ Career Assistance Navigator (NJCAN): www.njcan.org. Career planning activities should result in each youth's ability to make realistic job/career decisions. Individually signed and dated documentation must be submitted for each skill attainment. Career exploration/career planning activities, including job shadowing, community service, or unpaid internships must be completed prior to participation in paid work experience and/or job placement activities.

7. Parental Involvement: Parental involvement is proven to be an integral component for a youth's success in school. All In-School Youth programs should attempt to include a parental involvement component wherever possible. Respondents will be asked to describe how the provider will engage parents from the youth's point of entry into the program and throughout to program completion.

8. Monitoring, Follow-Up & Retention Services: Awarded programs will be expected to monitor the progress of youth participants and submit monthly and/or quarterly reports for the **duration of the contract and for 12-months after the contract ends**. WIOA regulations require this 12-month follow-up service. Upon completion of youth program activities the follow-up services should ensure the retention success of the youth in the outcome that was achieved and assist the One-Stop in meeting the performance measures. Awarded programs will be expected to cooperate during follow-up monitoring and reporting activities every 90 days (quarterly) for 12 months . If additional services are needed during the follow-up, the youth can return to the One-Stop for additional services. Retention occurs if the youth remains successful in the qualifying outcome. Follow-up services begin the first (1st) of the month following the month of the exit (Example: youth exits on March 10th; follow-up services begin April 1st; Youth exits May 25th; follow-up services begin June 1st). All quarterly report submissions are due no later than 30-days after the quarter ends.

9. Incentives and Stipends: A **fully detailed** explanation must be provided in the budget narrative and on the Program Summary page of specific benchmark criteria utilized to receive an incentive and the financial amount tied to each. Incentives and Stipends explanations will be reviewed by the One-Stop staff to ascertain that they are "Reasonable, Allowable, and Necessary" to the program.

Reasonable incentives and stipends are an allowable expenditure under the WIOA youth programs, provided that:

- The provision of an incentive or stipend is included in the youth's ISS plan, and
- Incentives **should** be awarded for **documented achievement and excellence**.

Not Allowable: Federal law **does not** allow gift cards to be purchased for **entertainment** purposes.

Definitions for Incentives and Stipends:

A. Incentives: An incentive is a small monetary compensation such as a gift item, or gift card offered to youth for accomplishing a specific pre-approved benchmark. In accordance with guidance issued by the Secretary of Labor the incentive allowance and bonus system is structured to provide incentives for a student's specific accomplishments, such as skills attainments, attainment of an outcome, or attainment of a program goal. Incentives may be used to supplement bus transportation passes, basic living allowances, and to cover limited personal expenses such as toiletries, etc. If gift cards are utilized the card must be identified with a certified youth when invoicing for payment. Requirements for receiving incentives must be fully detailed in the budget narrative and receive approval of the Mercer County One-Stop prior to expenditure.

B. Stipends: Training allowances or stipends may be paid to participants for their successful participation in internships or work experience, (On-the-Job Training is **not** included). The stipend is used in lieu of receiving a wage from an employer. If paid by the employer the youth may not receive the stipend, it is one or the other. Allowances or stipends should not exceed the Federal or State minimum wage (whichever is higher). Requirements for receiving Stipends must be fully detailed in the budget narrative and approved by the One-Stop prior to expenditure.

ORGANIZATION INFORMATION, pages 1, 2 & 3

Organization: _____

RFP Proposal Submission for WIOA In-School Youth

PY 2015 Request for 1-Year Period: \$ _____

PY 2015 Minimum Level of Service: _____

PY 2015 Cost Per Participant: \$ _____

The undersigned Respondent declares they have read the Instructions, included Affidavits and Scope of Work, and has determined the conditions affecting this RFP, if this proposal is accepted, by agreeing to furnish and deliver the following: Services as outlined in this RFP as basis for award, and has furnished a Unit Cost Defining for Service); **yearly submission of Audit (within nine (9) months of fiscal or calendar year end)**.

Official Signatory: _____ Title: _____
Print Name & Title

Official Signatory: _____ Phone: _____
Signature

E-mail: _____ Phone: _____

The undersigned is a Corporation, Partnership or Individual under the laws of the State of: _____

Mailing Address: _____

Program Site Address: _____

Federal Tax Identification Number (FEIN): _____

NJ Business Registration Number: (mandatory) _____

Contract Liaison: _____
Contact person that will be able to answer all specific questions concerning this proposal

E-Mail: _____ Phone: _____

Program Liaison: _____
Person who will oversee daily operation of this program and able to answer specific programmatic questions

E-Mail: _____ Phone: _____

Fiscal Liaison: _____
Person who will prepare budget and invoices and can answer specific fiscal questions

E-Mail: _____ Phone: _____

ATTACHMENT 1: CLASSIFICATION
Copy of I.R.S. Approved Legal Classification Status of Organization

CLASSIFICATION- I.R.S. Approved Legal Status of Applicant- Check applicable boxes:

Not-For-Profit and/or Charitable Organization: Tax Exempt under IRS Code 502(c) or 501(c)(3)

☐ Community-Based Organization ☐ Faith-Based Organization ☐ Other-specify below

Educational Institution: As Per Sec.481 (a)(1), Higher Education Act of 1965

☐ 4+ Year ☐ 2 Year ☐ Proprietary Post-Secondary ☐ Local Education Agency

For Profit Organization

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation ☐ Other –specify below

☐ **Labor Organization** Specify Local and Apprenticeship Program

Government

☐ Federal ☐ State ☐ County ☐ Municipal ☐ Other: Specify

☐ **Other** Explanation: _____

ATTACHMENT 2: CERTIFICATION

Attach Copy of Documentation of Government or State Issued Training Eligibility Approval or Certification

Check All That Apply and Provide Documentation	Certified	Not Certified	Pending Certification
N.J. Department of Education – Higher Education			
N.J. Department of Education Chapter 18 Private Vocational Education			
Approved N.J. Eligible Training Providers (ETPL)			
Approved N.J. Eligible Training Provider for Pre-Apprenticeship or Apprenticeship Programs			
Local Education Agency			
Other (Specify)			

ATTACHMENT 3: BOARD MEMBERS, MANAGEMENT, OWNERS

CEO/Executive Director/Board Chairperson/Superintendent: _____

A. Number of Years this organization has been in operation: _____

B. Is this a Minority Owned Business? ☐ No ☐ Yes, provide brief detail: _____

C. Total number of Staff currently employed: _____ Full-time: _____ Part-time: _____

D. Have any of your Federal, State or City contracts or grants from any source ever been terminated, terminated for default, or suspended (totally or partially) in the past five years? ☐ No ☐ Yes, Attach a Letter of Explanation
Attachment 3A

E. Has the organization been cited, fined or reprimanded for any regulatory, statutory, audit/financial or code violations within the last three years? ☐ No ☐ Yes, Attach a Letter of Explanation, include violation, penalty imposed and corrective action taken, **Attachment 3B**

ATTACHMENT 4: ORGANIZATION CHART

ATTACHMENT 5: COUNTY ASSURANCE AND CERTIFICATIONS 1-11

ATTACHMENT 6: AUDIT or FINANCIAL STATEMENT

Attach One (1) copy of 2014 Audit or Financial Statement

A. In accordance with NJ Department of Labor and Workforce Development requirements, a Provider must submit an Audit to the One-Stop Every Year within nine (9) months of the organizations year end, Fiscal Year End (March) or Calendar Year End (September).

1. This Organization's auditing is done by ☐ Fiscal Year or ☐ Calendar Year

2. One (1) copy of the 2014 Year End Audit or Financial Statement has been submitted with this proposal.

☐ Yes, identify the period audited: _____

☐ No, identify when the most current Audit will be available for submission: _____

B. If you answer YES to any of the following questions attach an explanation: Label Attachment 4-A

1. Is this organization in receivership or bankruptcy, or are any such proceedings pending? ☐ No ☐ Yes

2. Are there current liens against the agency? ☐ No ☐ Yes

3. Were there deficiencies found in last Audit? ☐ No ☐ Yes

4. If deficiencies were found was corrective action taken? ☐ Not Applicable ☐ No ☐ Yes

C. If requested you may be required to submit a letter from a CPA to support these statements and to certify that the organization is solvent and financially capable of managing the proposed services.

1. Organization has sufficient resources for program start-up expenses and has approximately 4 month's cash flow?

☐ No ☐ Yes

QUALIFICATION STATEMENT SECTION

WRITTEN NARRATIVE FOR WIOA IN-SCHOOL YOUTH PROGRAM

Use Headings as Outlined, Maximum 8 Pages, Font-Arial 11 or 10 pt., Single Space, 55" to 1" Margins

A. PROGRAM DESIGN AND IMPLEMENTATION: 50 POINTS TOTAL

INDIVIDUAL POINT VALUE

1. **ATTACHMENT A: Scope of Services and Program Summary** (must reflect the narrative). **2.5 points**

ATTACHMENT A: Scope of Services & Program Outline

- 2A. **Organization Information with No Previous Contract:** If this is the first time submitting an RFP proposal to Mercer County Mercer One Stop, give a **very brief synopsis** (more detail is requested in C. Prior Experience section) of your organization mission statement and the experience and number of years you have had in delivering services to the WIOA Youth population or a similar population **1.5 points**

- 2B. **Organization Information with Previous Contract** **1.5 points**
If you are current Mercer County One-Stop provider or if you have contracted with the One-Stop within the last three years, give a **very brief synopsis** (more detail is requested in Section C., Prior Experience) describe your history of delivering services to this population including successes or challenges you have faced in meeting the program(s) goals. (Use specific reference to recent contracts).

3. **Outreach, Engagement, and Retention** **3 points**
- Explain outreach strategies that will be used to include youth from **throughout the County** for your program.
 - Outline specific efforts used to ensure parental involvement beginning with the initial contact with the youth.
 - After a youth has been referred and certified, outline specific strategies that will be utilized to engage, retain, and motivate the youth to stay in the program until completion and the attainment of outlined goals.

4. **Youth Assessment Activities** **5 points**
- Identify specific tools used in assessments and what they will determine.
 - Outline how assessment information will be utilized in developing the Individual Service Strategy Plan and in career path identification.

5. **Program Design and Implementation** **20 points**
Clearly outline the program design and steps to implementation. Program offered should be consistent with the curriculum.
- Give an overall description of the program to be offered.
 - Give an overall description of the program to be offered.
 - Identify the specific WIOA Elements that your organization or another agency will provide and how they will be incorporated into the program.
 - Explain how the Program Components will be integrated into the program.
 - Detail all employment preparation and outline specific criteria for participation in internships, job shadowing, employment opportunities, and the Summer Employment component.

- f. Outline specific employers and/or sites that will be utilized in the employment preparation.
- g. Outline specific details on the safeguards in place to protect the customer's personal identification and other sensitive information.
- h. If applicable, clearly outline the criteria to earn incentives and/or stipends.
- i. Clearly outline how cultural and language barrier issues will be addressed during outreach and within the program to maximize inclusion and success of all youth.
- j. Outline the attendance policies including tardiness, leave of absence, policies for make-up of time, tests and/or work hours.
- k. Outline any additional supports that will be provided to help the youth remain in the program, post-secondary education, occupational training, or to retain employment.
- l. Outline specific 12-month follow-up services that will be offered to customers who complete the program including specific details how these services are documented for their file.
- m. If provider transportation is a program component include full detail on transportation usage. Outline purpose of trip(s), estimated mileage, physical destinations, i.e. job fairs, employment workshops, college tour, etc.
- n. If a third Party Subcontractor or outside agencies is providing any services, include why they are necessary to the program and detail of expected responsibility for each program element.

ATTACHMENT B: Curriculum

ATTACHMENT C: Youth Timeline and Workflow

ATTACHMENT B: Outline of Curriculum, no more than 2-3 pages, outlined with bullet points

ATTACHMENT C: Customer Timeline & Workflow, timeline of objectives and outcomes

6. Outcomes & Goals

15 points

- a. Explanation of the strategies utilized for obtaining ISY goals and outcomes and goals and willingness to cooperate with the One-Stop when WIOA federal performance measures are finalized.
- b. Acknowledge organization's willingness to cooperate in meeting federal performance measure changes.
- c. Clearly outline how WIOA Common measures will be met for the following:

A. Placement into Education or Employment

- Describe the process used to identify youth for either enrollment in post-secondary education, occupational skills training, and/or employment.
- Outline specific supports or services that will be introduced to youth seeking full time employment after graduation.
- If the goal is employment: list area employers you will be working with and the types of jobs they offer.
- If the goal is employment: describe how you will maximize Employment opportunities and/or introduction to and utilization of On-the-Job Training.

B. Attainment of Credential and/or Certification

- Describe the process used to ensure attainment of the high school diploma or a recognized skills attainment credential or certification.
- Outline the specific certifications a youth will be expected to attain in this program.

7. Documentation of Youth Progress 3 points

- a. Describe how Performance Measures, attainments and other defined goals will be documented. (What will be in the customers file to document their achievement?)
- b. Describe how the mandatory 12-month follow-up services will be documented and what documentation will be in the file.

8. Facility & Resources Informational

- a. Give the address and location of the program site and/or other program locations if more than one.
- b. Outline the physical layout i.e. number of youth that can be accommodated, number of classrooms, any workshop areas, etc.
- c. Identify all resources available for the provision of services, i.e. number of computers available for customer use, type of internet connections, technical equipment, tools, etc.
- d. List any issues at program site concerning accessibility or limitations for persons with disabilities.
- e. If the provider's facility is on a NJ Transit bus route include information on pick-up/drop-off points and list the bus numbers.

9. Subcontractors: If no subcontractors are used, so state. Informational

- a. If subcontractors services will be utilized in the provision of this program fully detail all program services they will provide.
- b. List the goals the subcontractor will be responsible for meeting.
- c. Detail the subcontractor's qualifications and why they were chosen.
- d. Identify the subcontractors Program Manager and full responsibilities.
- e. For Subcontracts:
 - I. Include full details on the on the portion of the program they will be responsible for.
 - II. Include a separate Scope of Services and Program Summary.
 - III. Include a separate curriculum and time line of services.
 - IV. Include a separate section of budgets forms.
 - V. Include a separate full set of all County Certifications and Assurances.

B. PREVIOUS EXPERIENCE: 15 POINTS TOTAL

INDIVIDUAL POINT VALUE

1A. Explanation of Statistical Data (No Previous One-Stop Contract) Attainment of 15 points

Program Goals: If you have not previously contracted with the Mercer County One-Stop.

- a. Give a synopsis of your most recent history of contracted programs for serving this or similar populations.
- b. Identify all outcomes and goals identified for this program.
- c. Describe the level of success in meeting program goals.
- d. Give an honest self-evaluation of what improvements would ensure more successful outcomes.
- e. Include a list of references and contact information.
- f. **Attachment D:** Outline of statistical data to support explanation.
- g. **Attachment D2:** References **only** for Providers who have not previously contracted with the One-Stop

2B. Explanation of Statistical Data (Previous One-Stop WIOA Contract) Attainment 15 points

of Program Goals: If you have previously contracted with Mercer County One-Stop to serve WIOA populations. (To be compared with the One-Stop internal data and

records).

- a. Utilize data from the most recent Mercer County contracts (PY 12, PY 13, and PY 14) and give a synopsis of the contracted program(s).
- b. Identify all outcomes and goals identified for this program.
- c. Describe the level of success in meeting the programs objectives and goals with the number of youth meeting goals and objectives.
- d. If levels of service or performance criteria were not met provide an honest self-evaluation of program performance, explain the challenges met and what improvements would ensure more successful outcomes in attaining program goals, outcomes and common measures of:
 - Attainment of a Degree or Certificate
 - Placement in Employment or Post-Secondary Education.
- f. **Attachment D:** Outline of statistical data to support explanation.

ATTACHMENT D: Statistical Data

ATTACHMENT D2: References Only if no previous One-Stop contract

C. PROGRAM ADMINISTRATION: 10 POINTS

INDIVIDUAL POINT VALUE

- 1. Program Supervision** **4 points**
 - a. Delineate the direct lines of supervision for this program.
 - b. Include a brief description of the overall agency operation and the people involved in oversight and the operation of this program.
 - c. Identify a Program Manager including experience and qualifications.
- 2. Key Staff** **4 points**
 - a. Identify all Key program staff paid through this contract. Delineating their knowledge and qualifications.
 - b. Their respective functions and responsibilities, (i.e. outreach, classroom instruction, submission of required reports, time and attendance, tracking customer progress, tracking data, reporting statistics and program results.
 - c. Include a CURRENT 1 page resume or if the position is vacant, include a brief job description.
 - d. **Attachment E: Key Staff Resumes**

ATTACHMENT E: Key Staff Resumes, 1 page resumes or brief job description

- 3. Monitoring of Program** **2 points**
 - a. Detail specific internal self-monitoring systems that will be used to ensure all contractual and program requirements will be met.
 - b. Outline the steps to inform all staff of the contract requirements and how programmatic and contractual activities are met as outlined in this RFP.
 - c. Outline the steps to internal overall program monitoring and assessment of how well the program is working to ensure program success.
 - d. Outline how often internal meetings will be held to review the youth's progress in

meeting outcomes and to make program improvements if needed.

4. Collaboration

Informational

- a. Briefly detail collaboration and linkages between employers, the community and your organization and outline how these linkages will enhance the proposed program outcomes.

5. Customer Grievance Procedure & Customer Satisfaction Survey

Informational

- a. Briefly detail the customer grievance procedure process and the customer satisfaction survey.
- b. Explain the grievance procedure process and when it is introduced to the customer.
- c. Explain the grievance procedure process and when it is introduced to the customer?

D. FISCAL AND BUDGET: 20 POINTS

INDIVIDUAL POINT VALUE

1. Fiscal Officer

INFORMATIONAL

- a. Identify by position, title, and experience, the person delegated as the fiscal authority responsible for accounting, invoicing, and maintaining fiscal records as they relate to this contract.

2. Minimum Funding

5 points

- a. Proposals are often submitted for amounts that are above the threshold of what the One-Stop can realistically fund. In the County of Mercer competitive contracts are not allowed to be negotiated. If the One-Stop finds it necessary to increase/decrease the amount of the award or the level of service this will be done utilizing the Cost per Participant (CPP) amount as stated in this proposal.

Holding to the same CPP provide a quote for the minimum amount of funding required to provide the same proposed program with all services as outlined in this proposal without compromising the integrity of the program.

☐ Funding as submitted **cannot be reduced** without compromising the integrity of the program.

☐ Funding amount as submitted **can be reduced** without compromising the integrity of the program and the reduced amounts are listed below:

Revised funding request for PY 2015 \$ _____

Revised minimum LOS request: PY 2015: _____

Cost per Participant Remains \$ _____

- ◆ If your organization is awarded a contract based on a changed amount a **revised budget narrative that reflects these costs must be submitted immediately upon notice of award.**

3. **Attachment F: All Budget Forms for PY 2015:** All costs for this program must be thoroughly detailed. All budget forms will be reviewed by the fiscal department for allowability before making evaluations or decisions. **15 points**

- Explanation and Justification: All costs must be explained and numerically

- detailed.
- Leveraged Costs: List all sources of funding received that will help to offset costs for this WIOA program.
 - Line Item Budgets: submit well-defined budgets with all costs being reasonable and allowable.
 - Salary & Fringe Benefits: fill in these forms completely.
 - **Do Not Substitute or Alter the Budget Forms**

ATTACHMENT F: Budget Forms Explanation and Justification, Leveraged Costs, Line Item, Staff and Fringe

ATTACHMENT A: SCOPE OF SERVICES AND PROGRAM SUMMARY
PY 2015 WIOA IN-SCHOOL YOUTH

If Third Party Subcontractors are used submit a separate Scope of Services form for them.

A Subcontractor Scope of Services is attached. ☐ YES ☐ NO

1. Organization: _____

2. PY 2015 Minimum Level Of Service: _____

3. In-School Youth Goals And Outcomes Provided

Check the outcomes that your organization will achieve through the program offered.

- ☐ Entry into Post-Secondary Education
- ☐ Entry into Employment
- ☐ Attainment of Credential

4. WIOA Program Elements To Be Provided

Indicate below the elements/services that are addressed by the program.

Provided By Contracting Organization

Outside Agency: _____

Agency Name

- | | |
|--|--------------------------|
| <input type="checkbox"/> Tutoring and Study Skills Training leading to completion of secondary School, including dropout prevention | <input type="checkbox"/> |
| <input type="checkbox"/> Alternate Secondary School Services | <input type="checkbox"/> |
| <input type="checkbox"/> Paid/unpaid work experiences, internship or job shadowing | <input type="checkbox"/> |
| ▪ Summer Employment | <input type="checkbox"/> |
| ▪ Pre-apprenticeship programs | <input type="checkbox"/> |
| ▪ Internships | <input type="checkbox"/> |
| ▪ Job Shadowing | <input type="checkbox"/> |
| <input type="checkbox"/> Occupational Skills Training | <input type="checkbox"/> |
| <input type="checkbox"/> Education offered concurrently with work preparation activities | <input type="checkbox"/> |
| <input type="checkbox"/> Leadership Development Opportunities including community service, peer centered activities, and other positive social behaviors | <input type="checkbox"/> |
| <input type="checkbox"/> Supportive Services | <input type="checkbox"/> |
| <input type="checkbox"/> Adult mentoring for a total not less than 12 months | <input type="checkbox"/> |
| <input type="checkbox"/> Comprehensive guidance and counseling | <input type="checkbox"/> |
| <input type="checkbox"/> Financial Literacy Education | <input type="checkbox"/> |
| <input type="checkbox"/> Entrepreneurial Skills Training | <input type="checkbox"/> |
| <input type="checkbox"/> Provision of labor market, employment information and Career Awareness | <input type="checkbox"/> |
| <input type="checkbox"/> Activities to prepare for transition to postsecondary education & training | <input type="checkbox"/> |
| <input type="checkbox"/> Follow-up services for 12 months after completion | <input type="checkbox"/> |

5. Summary of Program Narrative

6. List Program Goals & Outcomes

7. If applicable to program: Provide detailed Explanation of how Incentives/Stipends are earned, include an explanation of benchmarks to be reached and amount for each benchmark.

8. Program Site Information: On Site Program Supervisor Name: _____

Title: _____ Email: _____

Phone: _____ Fax: _____

Program Site Address: _____

Program Site Federal ID Number: _____

9. Maximum Capacity of Facility, Number of Youth at any one time: _____

Maximum Number of Staff To Youth Customer Ratio: _____ : _____
Staff Customer

10. Program Detail: From Enrollment to Completion this program will meet _____ days per week

for _____ hours per day, for a period of _____ weeks/months.

If Program is Cyclical: No. of cycles: _____ Frequency: _____ Length of Each Cycle: _____

List anticipated dates for the beginning of each cycle: _____

11. Fall, Winter, Spring Hours Of Operation: LIST ONLY when youth are present.

☐ Monday/Hrs. _____ ☐ Tuesday/Hrs. _____ ☐ Wednesday/Hrs. _____

☐ Thursday/Hr. _____ ☐ Friday/Hrs. _____ ☐ Saturday/Hrs. _____

12. Summer Hours Of Operation: LIST ONLY when youth are present.

☐ Monday/Hrs. _____ ☐ Tuesday/Hrs. _____ ☐ Wednesday/Hrs. _____

☐ Thursday/Hr. _____ ☐ Friday/Hrs. _____ ☐ Saturday/Hrs. _____

13. ADA Compliance: Is Program is accessible to Youth with Disabilities: ☐ **Yes**, list details ☐ **No**, list impediments

14. Transportation: Is Transportation of Youth is provided for any segment of this program? ☐ **No** ☐ **Yes**, If yes provide an outline of details:

Is Public Transportation available to program site: ☐ **No** ☐ **Yes**, if yes list NJ Transit Bus No(s) _____

Closest Stop to program site: _____

PY 2015 List all Holiday Closings by Date	
October:	
November:	
December:	
January:	
February:	
March:	
April:	
May:	
June:	
July:	
August:	
September:	

ATTACHMENT B: CURRICULUM

Timeline: Duration	Phase of Program & Services Delivered	Description of Skills & Objectives Attained

--

ATTACHMENT C: CUSTOMER TIMELINE AND WORKFLOW

List Program Component Activity & Indicate Anticipated Delivery Schedule	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep

ATTACHMENT D: STATISTICAL DATA FORM

	<input type="checkbox"/> New Provider without Previous Contracts	<input type="checkbox"/> Provider with Previous One-Stop Contracts
A	Name & Address of Organization:	
1.	Program Year & Contract Number:	
2.	Program Year & Contract Number:	
3.	Program Year & Contract Number:	
B	Funding Source: <input type="checkbox"/> WIOA-ISY <input type="checkbox"/> WIOA-OSY <input type="checkbox"/> Other, Define:	
1.	Contracted Level of Service: _____ Actual Level of Service Achieved: _____	
2.	Contracted Level of Service: _____ Actual Level of Service Achieved: _____	
3.	Contracted Level of Service: _____ Actual Level of Service Achieved: _____	
	Notes:	
C	List Program Goals Contract Number:	
D	List Program Goals Contract Number:	
E	List Program Goals Contract Number:	
F	Number of Youth who Attained Goals: Not WIOA	
	List Program Goals and how many Youth Attained them	
G	Number of Youth who attained Employment: List Employment Positions and Wage:	
H	Number of Youth who entered Post-Secondary Institutions: List Institutions:	
I	Number of Youth who attained a recognized Degree or Certification: List Degrees or Certifications Attained:	
J	List Other Attainments: Not WIOA	
K	List All 12-Month Follow-up Activities:	

ATTACHMENT D2: REFERENCES FOR PROGRAMS WITH SIMILAR SCOPE AND ACTIVITY

PROVIDERS WHO HAVE NOT PREVIOUSLY CONTRACTED WITH THE ONE-STOP CAREER CENTER
PLEASE PROVIDE REFERENCES OF PROGRAMS IN SIMILAR SCOPE AND/OR COST

Organization

Address

City, State Zip

Contact Person

E-Mail Address

Phone Number

Grantor Name

Address

City, State Zip

Contact Person

E-Mail Address

Phone Number

Program Name

Contract Number

Population Served

Grantor Name

Address

City, State Zip

Contact Person

E-Mail Address

Phone Number

Program Name

Contract Number

Population Served

Grantor Name

Address

City, State Zip

Contact Person

E-Mail Address

Phone Number

Program Name

Contract Number

Population Served

ATTACHMENT F: PY 2015 EXPLANATION AND JUSTIFICATION DETAIL OF BUDGET

Use this Form for Explanation and Justification for all costs regarding line item requests. If a cost is found to be unallowable after the contract is approved the One-Stop reserves the right to withhold payment and the Contractor will be responsible for that cost. **If you do not supply any detail on the cost it may not be approved.**

Program Site Address: _____

☐ Rented ☐ Owned Yearly total Amount of Rent/Mortgage: _____ Amount per sq ft: \$ _____

Total square feet of facility: _____ Contracted square feet to be utilized for this program _____ x

rate/sq. ft. _____ x _____ months = \$ _____ per year. Percentage of space charged to grant: _____%

1. Staff Salaries: Identify all staff paid through this program. Include weekly wage and percentage of program time. **If program has part-time hours and staff proposed is full time, provide explanation.**

2. Fringe Benefits: Include the percentage of benefits to salaries. Identify personnel benefits and rate paid that will be incurred or purchased under this agreement. The One-Stop retains the right to determine whether costs/rates within this category are excessive.

3. Rent: Complete the information listed above to justify costs of rent. If the building is owned the same information must be supplied. If any other pertinent information is necessary list below. If contract is approved a copy of the lease and/or mortgage statement must be included with the 1st October invoice only.

4. Utilities: List all utilities charged to the program **even if included in the rent**. List the full amount paid (estimated from past year usage), and if leveraged, break down percentage charged to this program.

5. Office Supplies: Itemize all **program related** office supplies with price and justification for program need.

6. Instructional Materials: Itemize all instructional items with price and justification for program need.

7. Equipment: **Any request for purchase of equipment must be minimal.** Requests may only supplement existing supplies and may not furnish full programs. The One-Stop will need to review all requests for equipment and Quotes must be provided to show it will be purchased at the most reasonable price. Provide justification for program need. **Note: All Equipment purchased with WFNJ funds remains the property of NJ Department of Labor & Workforce Development and may have to be given to the One-Stop at contract termination.**

8. Telephone/Internet: Supply detail of phone/internet provider usage; include type of phones and necessity to program usage.

9. Staff Travel Costs: will be reimbursed at **\$.31 per mile**. Identify the rate, who will be covered and reason for travel.

10. Customer Transportation: Provide detail on any customer transportation. WIOA programs cannot absorb vehicle repairs; the One-Stop will pay a **\$.31 per mile cost**.

- Identify program necessity and related activities, job fairs, interviews, job site visits, college tours, etc.
- Fully detail the cost, destinations and terminations of travel
- Include a sample of the log that will detail how mileage will be documented

11. Incentives & Stipends: Must be fully detailed in this paragraph and in the Program Summary. Include total line item amount, individual incentive/stipend amount, and fully outline benchmark or criteria for receiving the incentives or stipends.

☐ Incentive ☐ Stipends:

- Estimate of total amount you anticipate you will award for the program year.
- Detail of Benchmark criteria:
- List amount assigned to each benchmark:
- Number of youth anticipated to be awarded for each type of award:
- If stipend is for employment list hourly rate:

12. Indirect Costs/Administrative Costs Maximum 10%: Both in total cannot exceed 10% for WIOA programs. **All costs must be defined and program related to be approved.**

- Detail with an item by item explanation as to what or who is being paid and how these costs are program related:
- How are these costs determined:
- Include approval letter from federal authority if applicable:

13. Other: Identify and detail any item or program cost listed as other.

14. Leveraged, In-Kind and/or Other Source Of Funding: List all sources of funding, grants, awards, contracts or income that would offset costs for this program and staff whose duties include activities from more than one funding stream. Do not charge 100% to this program to WIOA if a percentage of costs can be leveraged against the other income. Leveraged costs must be consistent across the budget.

ATTACHMENT F: PY 2015 LEVERAGED COST BUDGET
(Leveraged Cost Budget must be formatted to 1 page)

Leverage Costs with In-Kind and/or Other Source of Funding: List all Private, Federal, State, County, or Municipal Grants, Awards or Contracts your organization has obtained, for the same or similar programming, or for funding that will off-set any program staff or site costs to this award. Leveraged costs must be consistent across the budget.

ORGANIZATION:

Identify Funding	Federal	State	County	City	Other	Private
Budget Category						
Staff Salaries						
Fringe Benefits						
Rent						
Utilities						
Office supplies						
Instructional materials						
Equipment						
Telephone/Internet						
Staff Travel						
Transportation						
Other: Specify						
Other: Specify						
Total From Other Funding						
Leveraged Percentage						

Names of Funding Sources

Title of Grant or Contract

ATTACHMENT F: PY 2015 LINE ITEM BUDGET October 1, 2015 to September 30, 2016
(Format to 1 page)

ORGANIZATION:

WIOA IN-SCHOOL YOUTH

PROGRAM:

PY 2015	% Charged to Program	Budget
Detail all Line Item costs on Explanation & Justification page		
Staff Salaries: Detail on following page		
Fringe Benefits: Detail on following page		
Rent		
Utilities		
Office supplies: (consumable)		
Instructional materials: (consumable)		
Equipment		
Telephone/Internet		
Staff Travel		
Customer Transportation		
Other: Specify		
Other: Specify		
Other: Specify		
Profit: Private for profits 10% maximum		
Total Budget		\$

ATTACHMENT F: PY 2015 STAFF & FRINGE BUDGET October 1, 2014 to September 30, 2015
(Format to 1 page)

Totals must agree with "RFP Request" for Staff Salaries, Line Item Budget amounts. **Do not include in-kind amounts on this page.**

Staff Budget Position/Title	Annual Salary	Percent Charged To Contract			
		No. Of Weeks	Weekly Salary	Percentage of Program Time	TOTAL
1.					\$
2.					\$
3.					\$
4.					\$
5.					\$
6.					\$
7.					\$
TOTAL PY 2015 STAFF COSTS CHARGED TO THIS PROGRAM					\$

List fringe benefits to be paid, Total benefit costs charged to this program, must agree with "RFP Request" fringe line item budget.

Fringe Benefits List all with percentage charged	Annual Amount based on Above: Total Staff Salary \$_____	Percent of Fringe Benefit to Salary Rate: _____%			
		No. of Weeks	Weekly Amount	%	Yearly Amount
FICA					\$
Social Security/Medicare					\$
State Unemployment Insurance					\$
Other: detail					\$
Other: detail					\$
Other: detail					\$
TOTAL PY 2015 BENEFIT COSTS CHARGED TO THIS PROGRAM					\$

COUNTY OF MERCER

1. EXCEPTIONS
(If No Exceptions, Please So State)

Exception(s) are referenced when there is a variation between services described in the specifications and services offered which are to be fully explained and submitted with the response by the respondent and submitted with the proposal.

2. CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

- ☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.
- ☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

1. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

I acknowledge that I have read the 3 item on this page

Signed: _____

Title: _____

Printed Name: _____

Organization: _____

Date: _____

ATTACHMENT 1: LEGAL CLASSIFICATION

Federal Government IRS Issued Legal Status of Organization Attach Copy of Legal Classification

ATTACHMENT 2: CERTIFICATION OF TRAINING PROGRAMS

Attach Copy of Documentation of Government or State Issued Eligibility Approval

ATTACHMENT 3: LIST OF BOARD MEMBERS, MANAGEMENT, OWNERS

ATTACHMENT 4: ORGANIZATIONAL CHART

If filed on behalf of a larger agency Include 2 Organization Charts:

- 1) Organization chart for staff administering the program
- 2) Overall agency organization

ATTACHMENT 5: CERTIFICATION 1 - 11

Sign all Certifications and Assurances in “Blue Ink” Include all additional requested documents

ATTACHMENT 6: AUDIT or FINANCIAL STATEMENT

Include One (1) copy of 2014 Audit or Financial Statement

ASSURANCES AND CERTIFICATIONS, GENERAL ADMINISTRATIVE REGULATORY PROVISIONS

Through submission of this proposal the organization does assure and agree that it will fully comply with all requirements of the following, including any amendments or additional requirements, which may be promulgated during the inclusive period of October 1, 2015 through September 30, 2016:

- The Workforce Innovation and Opportunity Act of 2014
- USDOL, Employment and Training, WFNJ Final Rules (20 CFR Part 652 et. al) and State regulations
- Interim Final WFNJ Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof not published as a Final Rule
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, including the Title VIII of the Welfare-to-Work, and amendments thereof of 1999
- United States Department of Labor (USDOL) rules and regulations that may be promulgated as it relates to WFNJ
- WFNJ Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Prohibition on Nepotism, WFNJ interim regulation sec. 667.200(g)
- Migrant and Seasonal Farm Workers, 20 CFR 653
- U.S. Welfare to Work Act, rules regulations, directives and procedures of federal and state DOL departments
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barriers Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provisions under the WFNJ, 20 CFR Part 652, et seq.
- Social Security Act (47 U.S.C. 301 et seq.)
- Americans with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- Single Audit Act, 29 CFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Federal/New Jersey Conflict of Interest (and directives)
- 29 CFR Part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulations)
- OMB circular 110 (as amended)
- OMB circular A122 (as amended)
- Work First New Jersey, Public Law of 1997 and all policies and directives issued there under.
- New Jersey Department of Labor (NJDOL) rules, regulations and directives including those; on WFNJ
- NJ Dept. of Human Services/Division of Family Development, (TANF) rules, regulations, directives and procedures
- Conscientious Employee Protection Act, N.J.S.A. 34:19 - 1, et seq.
- Work Opportunity Tax Credit Program
- New Jersey Health and Safety Standards
- New Jersey Worker Compensation Act
- New Jersey Treasury Circular 98-07
- New Jersey Public Contracts Laws, NJSO 40A: 11-1 et. seq.
- Local Government Ethics, NJSO 40A: 9-22.1
- SF 424B - Assurances for Non-construction Programs
- 29 CFR Part 31, 32 - Non-discrimination and Equal Opportunity Assurances and regulations
- Certification Regarding Lobbying and regulations, 29 CFR Part 98
- Drug Free Workplace and Debarment and Suspensions, regulation (29 CFR 98)

ATTACHMENT 5: COUNTY CERTIFICATIONS 1-11

Sign all Certifications and Assurances in "Blue Ink" Include all additional requested documents

1. STATEMENT OF CORPORATION OWNERSHIP
52:25-24.2. Bidders to Supply Statement of Ownership Of 10% Interest In Corporation or Partnership
Failure to Sign and Submit This Form Is Cause for Rejection

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

☒ I certify that the list below contains the **NAMES AND HOME ADDRESSES** of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership | |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Other _____ | |

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

Must be signed and returned even if not applicable

☐ Not Applicable

LEGAL NAME OF RESPONDENT: _____

Signature: _____ Date _____

Printed Name & Title: _____

2. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The County shall, as soon, practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Initial:_____

3. ADA SITE COMPLIANCE FORM

This ADA Compliance Form is for One-Stop program informational use only.

Complete one (1) form for each program site, duplicating form as necessary.

Explanations may be made on a separate paper.

Does your organization have a Current Approved ADA Plan? ☐ Yes ☐ No

Is this ADA Plan available upon request? ☐ Yes ☐ No

Name of Organization: _____

Address of Training Site: _____

Administrative entities are responsible, under Title II of the Americans with Disabilities Act, for the evaluation of compliance efforts by contracted agencies. In order to accomplish the evaluation process most effectively, please complete the following form by checking those statements that apply to your organization and/or program. **Supply explanations for deficiencies and details of corrective action to be taken.**

I. Programmatic Accessibility

a) Indicate any steps that have been taken to ensure accessibility to program for persons with disabilities:

- ☐ Yes ☐ No Relocation of activities to accessible space as necessary;
- ☐ Yes ☐ No Revision of procedures/formats rendering location change unnecessary;
- ☐ Yes ☐ No Modification/redesign of equipment;
- ☐ Yes ☐ No Other arrangements to accommodate persons with disabilities.

Explanation:

b) Indicate any steps that have been taken to ensure adequate communications with persons with vision and/or hearing impairments:

- ☐ Yes ☐ No If available, list Auxiliary Aids for customer use.

Check off alternative presentations of materials available:

- ☐ Braille ☐ Large Print ☐ Cassette ☐ Other, list:

- ☐ Yes ☐ No Organization has a TDD (Telephone Device for the Deaf).

[NOTE: All emergency and hotline numbers must be so equipped]

II. Structural Accessibility

a) The program building/training facility is accessible to individuals with disabilities (including access to restrooms & parking).

If not will structural changes will be made to render the facility accessible?

Accessible entrances and locations are marked with signs. ☐ Yes ☐ No

III. Transportation Issues

Does your organization supply transportation to customers? ☐ Yes ☐ No

If YES, specify steps taken to ensure equal access to transportation services for persons with disabilities.

Initial: _____

4. NON-COLLUSION AFFIDAVIT

State Of New Jersey

County Of Mercer:

I, _____ of the City of _____,
Print Clearly

in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

the provider making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said provider has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Print Name of Provider _____

Subscribed and sworn to before me

Provider

Signature: _____

This _____ day of _____, 20____

Signature of Notary Public

Notary Public of _____

AFFIX SEAL HERE

My Commission expires on _____, 20____

5. & 5-A. AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the provider/contractor. Specifically, each provider/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

CHECK OFF ONLY ONE (1) OF THE FOLLOWING:

Goods and General Service Providers

1. Letter of Federal Approval indicating that the provider is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the provider to the County and the Division. This approval letter is valid for one year from the date of issuance.

☐ **I have submitted a Photostatic copy of the letter for my federally-approved/sanctioned EEO/AA program**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The provider must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the provider's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

☐ **I have submitted Photostatic copy of my current NJ State Certificate of Employee Information Report (CEIR).**

3. The successful provider shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

☐ **I have submitted Photostatic copy of Form AA-302 and a Canceled Check as proof of submission and payment.**

Information for Form AA-302 Submission: The successful provider may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website <http://www.state.nj.us/treasury/forms.shtml#contcomp>

The successful provider(s) must submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned provider certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned provider further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____

Signature: _____

Print Name: _____ **Title:** _____ **Date:** _____

6. EXHIBIT A (REVISED 4/10)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Initial: _____

7. & 7A. CERTIFICATION OF INSURANCE COVERAGE

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Providers are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required:

1. The County of Mercer is to be named as an additional insured and named as the certificate holder as follows:
 - a. "County of Mercer, 640 South Broad Street, P.O. Box 8068 Trenton, NJ 08650-0068".
2. The Certificate shall contain a 30-day notice of cancellation.
3. Additionally, if the program for which your agency is applying provides transportation to consumers and/or clients, the County of Mercer must be named as an additional insured with the agency's automobile insurance.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, Providers and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Signature & Date

7A. CHECK LIST FOR CERTIFICATE OF INSURANCE COVERAGE
MUST INCLUDE ALL OF THE FOLLOWING;

- | | YES | NO | |
|---|--------------------------|--------------------------|---|
| 1 | <input type="checkbox"/> | <input type="checkbox"/> | Certificate is Current For The Term Of This Year's Agreement |
| 2 | <input type="checkbox"/> | <input type="checkbox"/> | Statutory Workers Compensation: required |
| 3 | <input type="checkbox"/> | <input type="checkbox"/> | General Liability: including Products Completed Operations coverage for Personal Injury and property Damage of not less than <ul style="list-style-type: none">▪ One million dollars (\$1,000,000) for each occurrence and▪ Two million dollars (\$2,000,000) annual aggregate. |
| 4 | <input type="checkbox"/> | <input type="checkbox"/> | Comprehensive Automobile: bodily injury and property damage coverage liability of <ul style="list-style-type: none">▪ Not less than one million (\$1,000,000) combined single unit. |
| 5 | <input type="checkbox"/> | <input type="checkbox"/> | Auto, Additionally Insured: if the program provides transportation to customers, the County of Mercer must be named as an additional insured with the agency's automobile insurance.
<input type="checkbox"/> No customer transportation is provided with this program
<input type="checkbox"/> Yes, customer transportation is provided with this program |
| 6 | <input type="checkbox"/> | <input type="checkbox"/> | Professional Liability (Errors & Omissions): with Limits of <ul style="list-style-type: none">▪ one million dollars (\$1,000,000) each wrongful act and▪ two million dollar (\$2,000,000) aggregate |
| 7 | <input type="checkbox"/> | <input type="checkbox"/> | 30-day Notice of Cancellation included as per checked box:
<input type="checkbox"/> Indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
<input type="checkbox"/> Indicate a 30-day notice of cancellation on a separate page
<input type="checkbox"/> Provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause) |
| 8 | <input type="checkbox"/> | <input type="checkbox"/> | Additionally Named Insured Phrase EXACTLY AS WRITTEN BELOW:
The County Of Mercer Is An Additional Named Insured With Respect Only To Liability Coverage Afforded by the Policy |
| 9 | <input type="checkbox"/> | <input type="checkbox"/> | Certificate Holder issued as follows:
Do NOT add any names, "to the attention of", or department names. <ul style="list-style-type: none">▪ The County of Mercer▪ PO Box 8068▪ 640 South Broad Street▪ Trenton, NJ 08650-0068 |

I CERTIFY THAT A COPY OF CERTIFICATE OF INSURANCE IS ATTACHED WITH ALL REQUIRED ITEMS LISTED ABOVE: ☐ Yes ☐ No

Authorized Signature: _____

8. & 8-A. N.J. BUSINESS REGISTRATION AND PROFESSIONAL SERVICES CONTRACT

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

*** Construction Contracts (including public works related purchase orders)**

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT

**FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR PROPOSAL/CONTRACT**

13 A. A copy of the N.J Business Registration Certificate is included. ☐ Yes ☐ No

9. SEXUAL HARASSMENT GUIDELINES
PART 1604 GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be shown that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

Initial: _____

10. DISCLOSURE REQUIREMENT FOR "PAY TO PLAY"
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC's Special Programs Section will assist you.

☐ I CERTIFY THAT I HAVE READ THE ABOVE AND THIS ORGANIZATION IS IN COMPLIANCE

Initial: _____

**11. Mercer County One-Stop Career Center
Training Provider / Private Vocational School Grievance Procedure**

As the Grant recipient, the Mercer County Workforce Investment Board (WIB) assures that a grievance procedure has been established for the purpose of resolving any complaint and/or grievance filed against the Mercer County One-Stop Career Center in the administration of programs operated and funded under the Workforce Innovation and Opportunity Act of 1998 (WIOA) or WorkFirst New Jersey (WFNJ).

The Mercer County Workforce Investment Board has the authority to establish these procedures pursuant to the Workforce Innovation and Opportunity Act of 1998, Public Law 105-220 Title I, Chapter 4 (WIOA). **Please note this is not the same as the customer grievance process.**

1. FILING THE COMPLAINT

- A. All complaints shall be submitted in writing and shall be made within one (1) year of the alleged occurrence, except for complaints alleging fraud or criminal activity. All complaints involving discrimination shall be submitted in writing within 180 days of the alleged occurrence.
- B. All written complaints shall be submitted to the attention of:

**John C. Raines, Deputy Director of Operations – EEO Officer
Mercer County One-Stop Career Center
640 South Broad Street, PO Box 8068
Trenton, New Jersey 08650-0068**

2. CONTENTS OF THE COMPLAINT: The written complaint shall contain the following information:

- A. Full name, address and telephone number of the person and/or organization making the complaint.
- B. Full name and address of the person(s), unit of government or other organization against which the complaint is being made.
- C. A clear and concise statement of the facts giving rise to the grievance or complaint. This shall include dates, locations, and names of witnesses pertinent to the alleged violation. Copies of any documents supporting the facts alleged shall be attached to the complaint.
- D. Provisions of the Act or other requirement pursuant to the Act believed to be violated.

3. INFORMAL RESOLUTION PROCEDURE

- A. Upon receipt of a written complaint, the Internal Monitor will send acknowledgment thereof.
- B. The complaint shall be thoroughly reviewed by the One-Stop Operations Manager or designee. The Internal Monitor or designee shall conduct a fair and impartial investigation, including interviews with the affected party, to determine the facts relative to the complaint to attempt to informally resolve the complaint within thirty (30) business days.
- C. If the One-Stop Operations Manager or designee cannot affect an informal resolution to the satisfaction of the complainant, the complainant may request a formal resolution process.

4. FORMAL RESOLUTION PROCEDURE: Upon notification of complainant's dissatisfaction with the informal resolution decision, the Director of the One-Stop Career Center will review the findings. At a minimum, the Director of the One-Stop Career Center will provide the provider/sub-recipient and/or other interested parties with the following:

- A. This hearing shall be held within thirty (30) working days of the receipt of the complaint.
- B. The procedure shall include written notice indicating the date, time, and place of the hearing, the manner in which it shall be conducted, and the specific issues to be decided. Other interested parties may apply for notice. Such other interested party shall be a person or organization potentially affected by the outcome. The notice to the other interested party shall include the same information furnished to the complainant and shall further state whether such interested party may participate in the hearing and, if applicable, the method by which he/she may request such participation.
- C. The complainant shall have the opportunity to withdraw the request for a hearing in writing prior to the hearing.
- D. The complainant shall have the opportunity to be represented by an attorney or other representative of the complainant's choice.
- E. The complainant shall have the opportunity to bring witnesses and documentary evidence.
- F. The complainant shall have records of documents made available, when such records or documents are kept by the One-Stop in the ordinary course of business.
- G. The complainant shall have the opportunity to question any witness or parties.
- H. The complainant shall have the right to assistance by an impartial hearing officer.

5. NOTICE OF LOCAL LEVEL DECISION: The complainant will be informed in writing of the findings of the Director within sixty (60) days of the conclusion of the formal hearing process. This period may be extended with the written consent of all parties for a good cause.

6. APPEALS TO THE STATE: If a complainant receives a decision unsatisfactory to the complainant, the complainant then has the right to request a review of the complaint by the Supervisor of the Monitoring and Compliance Unit - New Jersey Department of Labor and Workforce Development Division of One-Stop Coordination and Support.

NOTE: The complainant must exhaust the remedies at each level prior to making an appeal to the next higher level.

If you wish to file an appeal to the State, the request for review shall be filed within ten (10) days of receipt of the adverse decision. Request for Director's review shall be sent to:

**Monitoring & Compliance Unit
New Jersey Department of Labor & Workforce Development
Division of One-Stop Coordination & Support
P.O. Box 055
Trenton, NJ 08625-0055**

In order to be able to review your grievance adequately, you need to provide all of the information about the grievance to the Supervisor of the Division of One-Stop Coordination and Support, including the following:

- A. Your full name, address and telephone number;
- B. The full name and address of the person or agency against whom your complaint was made;
- C. A clear and concise statement of the facts of your grievance;
- D. The date your grievance was filed with the One-Stop Career Center;
- E. The date of the alleged act or occurrence for which the complaint was filed;
- F. The date the written decision was made or the date the decision should have been made;
- G. Any provisions of the Workforce Innovation and Opportunity Act or other Agreements under this law that you believe have been violated;
- H. A statement of other steps you pursued with other government agencies regarding your complaint, if such steps were taken;
- I. A copy of the Internal Monitor's written decision, if such was given to you.

The Director of the Division of Employment and Training will review or arrange for the review of your complaint and issue you a written response thirty (30) days after receiving your complaint.

If the complaint or grievance is based upon alleged discrimination regarding handicapped status, the complaint/grievance shall be submitted to:

**New Jersey Department of Labor
Office of Monitor Advocate and Affirmative Action Programs
John Fitch Plaza – Room 902B
Trenton, NJ 08625
Attention: Director, Monitor Advocate and EEO Programs**

I have read all of the above information and shall assure compliance with 188(a) and (b) of the Act by abiding by the terms of the grievance/complaint system in place at the Mercer County One-Stop Career Center. A copy of this grievance procedure is included in this contract package:

☐ **I certify that I have read the above and this organization shall assure compliance**

Name & Title: _____ Date: _____

Organization: _____

DIRECTIONS TO MERCER COUNTY ONE-STOP CAREER CENTER

Parking: There is a pay per hour parking garage on Yard Avenue. Limited metered parking is available on Clinton Avenue and East State Street.

From North or South, via New Jersey Turnpike:

Take the New Jersey Turnpike to Exit 7A. After paying toll, bear to the left and take 1-95 West to Trenton. Keep on 1-95W for approximately 7 miles to 29/129 North. Bear right onto exit 129 North. At 3rd traffic light, turn right at Hamilton Avenue. Turn left at next traffic light, South Clinton Avenue. Continue on Clinton to Yard Avenue, which is on the right, 1 block past the Trenton Train Station and before State Street.

From the North via Route 1:

Take Route 1 South to Trenton. Approximately 1 mile past Quakerbridge Mall, Route 1 will split, stay to the left. Take the Perry Street (right lane) exit. Make a right at the top of the ramp and another right onto Carroll Street; at the end of Carroll, make left onto East State Street. Make right at traffic light onto South Clinton Avenue 26 Yard Avenue is on the left-hand side across from cemetery.

From South, Pennsylvania, via Route 1:

Take Route 1 North and cross the Delaware River via toll bridge (no toll in north direction). Take exit for Route 29 North. Take Route 29 North to the Memorial Drive/Capitol Complex exit. **Follow directions from NJ Turnpike above.**

From South Jersey, via Route I-295:

Take Route I-295 North to Route 29/129 Trenton. **Follow directions from NJ Turnpike above.**

From South Jersey via Route 206:

Take Route 206 North to I-195 West to Route 29/129 Trenton. **Follow direction from NJ Turnpike above.**

From Route 130 North or South:

From Route 130 and take I-195 West to Trenton. **Follow directions from NJ Turnpike above.**

From Pennsylvania, via Route I-95 North to Route 29 South:

Take Route I-95 North, cross the Delaware River and take exit 1A, first exit on NJ side, to Route 29 South. Follow ramp to stop sign, stay to the left and merge onto Route 29. Stay on Route 29 South and after passing Calhoun Street Bridge get into left lane to exit at Market Street. Follow Market Street through 5 traffic lights. Get into the right lane and after you go under the Route 1 overpass, bear to the extreme right. Go around the exit ramp and get in middle or right lane. Go straight through the intersection at traffic light. Get into the left lane and at the next light, South Clinton Avenue, turn left. Yard Avenue is the next street on the right.

NJ Transit and Light Rail:

The Mercer County One-Stop Career Center is 2 blocks from the Trenton Train Station and the Riverline Light Rail Line.

Mercer County One-Stop is served by the NJ Transit Bus's listed below:

Bus Numbers **409 & 418:** Trenton, Willingboro, and Philadelphia via Rt 130

Bus Numbers **601, 606, 608, 609:** Capital Connection

Bus Number **600:** Trenton Plainsboro (US 1 Corridor)

Bus Number **601:** College of New Jersey, Trenton, and Hamilton Market Place

Bus Number **604:** East Trenton, Trenton Rail Station

Bus Number **606:** Princeton Mercerville, Hamilton Marketplace

Bus Number **608:** Hamilton, West Trenton

Bus Number **609:** Ewing, Quaker Bridge Mall, and Mercer County Community College

Bus Number **611:** Trenton, Perry Street Shuttle